



JOHN J. TECKLENBURG  
MAYOR

*City of Charleston*  
*South Carolina*  
*Clerk of Council Department*

VANESSA TURNER MAYBANK  
CLERK OF COUNCIL

**NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., July 11, 2017, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Moody

Approval of Minutes: June 20, 2017

- a. Request approval to enter into a Special Use Permit with the U.S. National Park Service for the First Day Festival at Liberty Square. The Permit begins at 8:30 a.m. on August 11, 2017 and ends at 6:00 p.m. on August 13, 2017. There is no fee associated with the Permit. The City must leave the area in the same condition as it was found.
- b. Request authorization to execute the Lease Agreement for the City to lease 134 Cannon Street from 134 Cannon Street, LLC, for use as a cultural arts and performance center. (TMS: 460-11-04-1558)
- c. Request approval for the Mayor to execute the Right of Way Easement whereby the City grants the Commissioners of Public Works a non-exclusive right-of-way and utility easement for the 99 West Edge Project. (99 West Edge; TMS: 460-00-00-022) The property is owned by the City of Charleston.
- d. An ordinance authorizing the Mayor to execute on behalf of the City a Quitclaim Deed to Gadsden Development Company II, LLC conveying to Gadsden Development Company II, LLC any interest of the City to a strip of land constituting the northern portion of Laurens Street as it abuts TMS. No. 458-01-02-063, said strip measuring six inches in width by 341.96 feet in length, for a consideration of \$19,446.12, the form of said Quitclaim Deed being subject to approval of the Office of Corporation Counsel.
- e. Consider the following annexations:

- (i) Bender Street (TMS# 418-07-00-018) 0.13 acre, West Ashley (District 3). The property is owned by the City of Charleston.
- (ii) Oakville Plantation Road (TMS# 317-00-00-007) 18.61 acres, Johns Island (District 5). The property is owned by Keith W. Lackey, et al.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: June 27, 2017  
FROM: Mindy Sturm, Director DEPT: Mayor's Office for Children, Youth & Families  
ADDRESS: National Park Service Liberty Square  
TMS: \_\_\_\_\_

To enter into a Special Use Permit with the U.S. National Park Service for the First Day Festival at Liberty Square. The Permit begins at 8:30 am on August 11, 2017 and ends at 6:00 pm on August 13, 2017. There is no fee associated with the Permit;

ACTION REQUEST: City must leave the area in the same condition as it was found.

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u>Mindy Sturm</u>	<input type="checkbox"/>
Legal Dept	<u>David J. Hech</u>	<input type="checkbox"/>
Real Estate Mgmt. Director	<u>Allen Carducci</u>	<input type="checkbox"/>
<u>CEO</u>	<u>Amy Wharton</u>	<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

Does this document need to be recorded at the RMC's Office?

No

\*Commercial Property and Community & Housing Development have an additional form.

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED  
PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN  
10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

**\*Commercial Property and Community & Housing Development have an  
additional form.**



Revised 06-10  
Form 10-114

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
**Fort Sumter National Monument**  
Special Use Permit

NAME Mindy Sturm	
ORGANIZATION City of Charleston	
ADDRESS 75 Calhoun Street	
Charleston, SC 29403	
TELEPHONE NUMBER	FAX NUMBER
(843) 965-4190	

Park Alpha Code: FOSU  
Type of Use: 2501  
Permit #: 17-0012

is hereby authorized to use the following described

land or facilities in the above named area:

**Liberty Square**

The area must be restored to its original condition at the end of the permit.

The permit begins at 8:30 (am) on 11 August 2017 (Day/Month/Year)

The permit expires at 6:00 (pm) on 13 August 2017 (Day/Month/Year).

**SUMMARY OF PERMITTED ACTIVITY:**

**First Day Festival – celebrates education and the start of a new school year, and provides parents with information regarding student support services. The actual event occurs on August 13 from 1:00 p.m. to 4:00 p.m.**

Person on site responsible for adherence to the terms and conditions of the permit: Mindy Sturm (843) 860-2233 (cell)

Authorizing legislation or other authority: 16 USC §§ 1-4; 16 USC §3a; 36 CFR 1.6; 36 CFR 2.50; DO #53; RM#53

NEPA Compliance: CATEGORICALLY EXCLUDED ☐ EA/FONSI ☐ EIS ☐ PEPC # ☐ OTHER ☐

APPLICATION FEE Received ☐ Not Required ☒ Amount \$                     

PERFORMANCE BOND: Required ☐ Not Required ☒ Amount \$                     

LIABILITY INSURANCE: Required ☒ Not Required ☐ Amount \$ ~~1,000,000.00~~ \$ 600,000

COST RECOVERY: Required ☐ Not Required ☒ Amount \$                     

FACILITY USE FEE: Required ☐ Not Required ☒ Amount \$                     

LOCATION FEE: Required ☐ Not Required ☒ Amount \$                     

**ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.**

PERMITTEE

Signature

Title

Date

Authorizing NPS Official

Signature

Superintendent

Date

## CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)]. \_\_\_\_\_ (permittee initial)
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.  
\_\_\_\_\_ (permittee initial)
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law. \_\_\_\_\_ (permittee initial)
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc. \_\_\_\_\_ (permittee initial)
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee. \_\_\_\_\_ (permittee initial)
6. This permit may be revoked at the discretion of the Superintendent upon 24 hour notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary. \_\_\_\_\_ (permittee initial)
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, ~~and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.~~ \_\_\_\_\_ (permittee initial) *See Attachment A*
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000 and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit. \_\_\_\_\_ (permittee initial)
9. Permittee agrees to deposit with the park a bond in the amount of \$ N/A from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area. \_\_\_\_\_ (permittee initial)
10. Costs incurred by the park as a result of accepting and processing the application and managing and

monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee. \_\_\_\_\_ (permittee initial)

11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit. \_\_\_\_\_ (permittee initial)
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon." \_\_\_\_\_ (permittee initial)
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations. \_\_\_\_\_ (permittee initial)
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent. \_\_\_\_\_ (permittee initial)
15. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit. \_\_\_\_\_ (permittee initial)
16. Permittee will comply with applicable public health and sanitation standards and codes. \_\_\_\_\_ (permittee initial)

**ADDENDUM OF  
ADDITIONAL TERMS AND CONDITIONS FOR SPECIAL USE PERMIT  
REGARDING SPECIAL USE ON PROPERTY KNOWN AS  
LIBERTY SQUARE  
BELONGING TO THE NATIONAL PARK SERVICE ("NPS")**

This Addendum is part of and incorporated into the Special Use Permit to which it is attached.

**TERMS AND CONDITIONS**

1. Access to the NPS Site is granted to the Permittee solely for the purpose of conducting all activities reasonably required for this Special Use Permit (the "Event"). The Event must be performed in a good and workmanlike manner and in compliance with all federal, state and local regulations. The Permittee shall at all times comply with applicable NPS regulations found at 36 CFR Parts 1-6. \_\_\_\_\_ (permittee initial)
2. The Permittee shall be permitted access only during regular business hours unless otherwise noted and approved. Access will be permitted only according to a schedule of activities approved in advance by NPS. \_\_\_\_\_ (permittee initial)
3. The Permittee assumes all risks and liabilities that are or may be associated with permitting entry onto

the NPS site by its employees, contractors, volunteers, quests or other invitees, and is solely responsible for ensuring the safety of all its employees, contractors, volunteers, guests or invitees. \_\_\_\_\_ (permittee initial)

4. The Permittee shall implement the Event in a manner and at times that create minimal interference with the ongoing visitor use, maintenance activities, and activities by other permittees and their contractors and subcontractors. **The NPS reserves the right to cancel, void or prohibit activities authorized under this permit when these activities pose a risk to public safety, park property or interfere with normal park operations or maintenance.** \_\_\_\_\_ (permittee initial)

5. The Permittee shall ensure that the surface of the NPS Site used during the Event is promptly restored to a condition satisfactory to NPS after the event is completed. \_\_\_\_\_ (permittee initial)

6.(a) ~~The Permittee shall indemnify, defend, reimburse and hold harmless NPS, its contractors and subcontractors, its successors and assigns, from and against any and all costs, expenses (including without limitation reasonable attorneys' fees), claims, judgments, damages, losses, penalties, fines or liabilities (including strict liability) which at any time arise out of or are incurred as a result of (i) the Event; (ii) the restoration of the surface of the NPS Site; or (iii) the Permittee's violation of or failure to comply with any regulations in connection with the Event.~~ \_\_\_\_\_ (permittee initial) *see Attachment B*

(b) ~~For purposes of this provision the activities of the Permittee contractors, subcontractors, representatives, and employees shall be deemed to be the activities of the Permittee.~~ \_\_\_\_\_ (permittee initial)

(c) ~~The indemnity hereunder shall be applicable to all costs, expenses, claims, judgments, damages, losses, fines or liabilities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, and whether or not any particular claim is ultimately defeated or settled. The matters against which NPS shall be indemnified hereunder shall include, but shall not be limited to, damages for personal injury to any third party, including, but not limited to, any contractor, subcontractor or employee of NPS or the Permittee and any guest, volunteer or invitee to the Event, and damages for the injury to the property of any third party.~~ \_\_\_\_\_ (permittee initial)

(d) The Permittee shall give NPS prompt written notice of any event or occurrence, known to the Permittee or which would be known to the Permittee with their exercise of reasonable diligence, that may give rise to the Permittee's liability hereunder (for example, injury to a third party's person or property). Notice shall be directed to the Superintendent of Fort Sumter National and shall be mailed certified mail, return receipt requested. \_\_\_\_\_ (permittee initial)

(e) The Permittee hereby waives and releases any and all debts, claims, lawsuit, demands, liabilities, losses, actions or causes of action, whether in law or in equity, whether direct or indirect, whether presently known or unknown, it may have now or in the future against NPS arising out of the issuance of this Permit and performance of the Event permitted hereunder, including, but not limited to, any claims that might arise out of a revocation of this Permit or an order to cease the Event. \_\_\_\_\_ (permittee initial)

7. The party accepting the Permit on behalf of the Permittee represents and warrants that he/she is a duly authorized to represent the Permittee, and that upon signing below indicating acceptance of the Permit, including, but not limited to this Addendum, the Permittee shall be bound and the conditions herein shall become the enforceable obligation of the Permittee. \_\_\_\_\_ (permittee initial)

#### TERMS SPECIFIC TO THIS EVENT

8. Activities should not have a negative impact on the visiting public (i.e. blocking walkways or waysides). Locations along with equipment and materials used will be subject to approval on the day of event by NPS

official. \_\_\_\_\_ (permittee initial)

9. Smoking can only take place in designated areas. \_\_\_\_\_ (permittee initial)

10. Fort Sumter National Monument has a zero tolerance to drugs. Violators will be cited and/or arrested. \_\_\_\_\_ (permittee initial)

11. All wildlife at Liberty Square is protected by federal law. As such any approaching or feeding of animals is prohibited. \_\_\_\_\_ (permittee initial)

12. Event vehicles will be utilized for support service only. The Aquarium access road is to be used for loading and unloading only – no extended parking is permitted. \_\_\_\_\_ (permittee initial)

13. Support equipment consists of tents, tables, chairs, stage, sound system, crowd pleaser, industrial fans, inflatables, water buffalo (2), recreational game supplies, generators, and media equipment. The set-up and break-down will be provided by the City of Charleston; no setup assistance or equipment will be provided by the National Park Service. The City of Charleston will coordinate with the National Park Service on setup planning inside Liberty Square; nothing will be setup immediately in front of the Fort Sumter Visitor Center or the South Carolina Aquarium. No vehicles or heavy equipment may be used or set-up on the bluestone pavers.  
\_\_\_\_\_ (permittee initial)

14. All permitted activities must be done in a manner that does not damage or deface park property permittee is responsible for all damage. The area must be left in the same condition as it was found. All trash, debris and support equipment must be removed prior to 6:00 p.m. on August 14, 2016. \_\_\_\_\_ (permittee initial)

15. Parking is restricted to available public facilities – operating vehicles on park property is prohibited. \_\_\_\_\_ (permittee initial)

16. NPS will assume no liability or be responsible for any damages to property removed as a result of permittee's failure to abide by the conditions of this permit. The permittee assumes all liability for any damage during work by third parties or permittee. The permittee will be responsible for any damage to Federal property. \_\_\_\_\_ (permittee initial)

17. Dogs must be kept under physical control at all times - caged, crated, or on a leash not to exceed six feet in length. \_\_\_\_\_ (permittee initial)

18. The use of Unmanned Aircraft Systems (Drones) are prohibited within park boundaries due to regulations outlined in the Code of Federal Regulations (CFR). Specifically, the use of drones within the park boundaries is illegal under all circumstances. \_\_\_\_\_ (permittee initial)

19. The Permittee shall remove all trash and recycling waste generated by the event from Liberty Square. \_\_\_\_\_ (permittee initial)

20. Noise levels created by the activity specified in the Special Use permit shall not exceed a noise level of 60 decibels measured on the A-weighted scale at 50 feet. \_\_\_\_\_ (permittee initial)

21. In the case of an incident permittee should dial 911 for emergencies or (843) 743-7200 for non-emergencies. All incidents should be reported to the NPS at (843) 998-2738. \_\_\_\_\_ (permittee initial)

**ATTACHMENT #A**

**Revision to Condition #7 of Conditions of Special use Permit between United States Department of the Interior, National Park Service and City of Charleston for 2019 First Day Festival:**

Permittee hereby further agrees that, at all times that this Permit is in effect, Permittee is responsible for any and all liability, if there be such liability, for any damage to person or property that may arise, or be alleged to have arisen, as a result of the use of the Permitted Property and as provided for in state law. The Permittee acknowledges that it is insured to the limits set forth in the South Carolina Tort Claims Act (S.C. Code Ann. Sec. 15-78-10 et seq., as amended). A certificate evidencing such insurance is attached. No personal judgment shall lie against the United State, its agents or employees as a result of the conduct of the Permittee.

## **ATTACHMENT #B**

**Revision to Condition #6 of Addendum of Additional Terms and Conditions For Special Use Permit Regarding Special Use on Property Known as Fort Sumter National Monument Belonging to the National Park Service ("NPS"):**

6. (a) Permittee hereby further agrees that, at all times that this Permit is in effect, Permittee is responsible for any and all liability, if there be such liability, for any damage to person or property that may arise, or be alleged to have arisen, as a result of the use of the Permitted Property and as provided for in state law. The Permittee acknowledges that it is insured to the limits set forth in the South Carolina Tort Claims Act (S.C. Code Ann. Sec. 15-78-10 et seq., as amended). A certificate evidencing such insurance is attached. No personal judgment shall lie against the United States, its agents or employees as a result of the conduct of the Permittee.

**STATE FISCAL ACCOUNTABILITY AUTHORITY**

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

POLICY NUMBER	FROM	POLICY PERIOD	TO	TYPE OF INSURANCE	DATE PRINTED
T140670018	01/01/2017	01/01/2018		GENERAL TORT LIABILITY	30 DEC 2016

COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:  
CD-01 CD-12 CD-37

NAMED INSURED AND ADDRESS	CONTACT PERSON AND PHONE	FORM #	PAGE
CITY OF CHARLESTON POST OFFICE BOX 304 CHARLESTON, SC 29402	COLLEEN CARDUCCI (843)724-7154		162 OF 162
	TYPE OF ACTIVITY *** RENEWAL DECLARATION ***		ACTIVITY # 001

1 OF 1

EFFECTIVE 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

NUMBER OF PERSONS	RATE PER PERSON	PREMIUM	PERSONNEL CLASSIFICATION
424	847.00	359,128.00	- LAW ENFORCEMENT
148	727.00	107,596.00	- DIRECTORS, EXEC, MANAGERS
42	927.00	38,934.00	- MAINTENANCE PERSONNEL
184	56.00	10,304.00	- CLERICAL PERSONNEL
20	56.00	1,120.00	- VOLUNTEERS
963	179.00	172,377.00	- OTHERS
		23,500.00	- OPTIONAL PREPAID LEGAL
		712,959.00	- TOTAL PREMIUM

## COVERAGE

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LIMIT OF LIABILITY - \$600,000 PER OCCURRENCE

## PREPAID LEGAL DEFENSE COSTS COVERAGE

BASIC	15,000.00
OPTIONAL	235,000.00
TOTAL	250,000.00



b.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: July 11, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 134 Cannon Street

TMS: 460-11-04-1558

PROPERTY OWNER: 134 Cannon Street LLC

ACTION REQUEST: Request authorization to execute the Lease Agreement for the City to lease 134 Cannon Street from 134 Cannon Street, LLC, for use as a cultural arts and performance center.

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**COORDINATION:** The request has been coordinated with:

*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	_____	<input type="checkbox"/>
Chief Financial Officer	_____	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved?\* Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \*\* \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*\* To be budgeted in 2018**

**\*Commercial Property and Community & Housing Development have an additional form.**

**COMMERCIAL REAL ESTATE FORM**

TO: Real Estate Committee DATE: July 11, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 134 Cannon Street

TMS: 460-11-04-1558

PROPERTY OWNER: 134 Cannon Street LLC

ACTION REQUEST: Request authorization to execute the Lease Agreement for the City to lease 134 Cannon Street from 134 Cannon Street, LLC, for use as a cultural arts and performance center.

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**ACTION:** What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM

☐ **TEMPORARY**  
Terms: \_\_\_\_\_

☒ **LEASE**      Lessor: 134 Cannon Street LLC    Lessee: City of Charleston

☒ **INITIAL**  
Terms:      10 year lease commencing the later of 2/1/2018 or the issuance of a permanent Certificate of Occupancy for use as a cultural arts and performance center. Annual Rent \$270,000.00 with a 2% annual increase; Lessee pays operating expenses including taxes and insurance.

☐ **RENEWAL**  
Terms: \_\_\_\_\_

☐ **AMENDMENT**  
Terms: \_\_\_\_\_

☒ **Improvement of Property**

Owner: \_\_\_\_\_  
Terms: \_\_\_\_\_  
\_\_\_\_\_

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**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature:   
Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

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**NEED:** Identify any critical time constraint(s).

STATE OF SOUTH CAROLINA       )  
COUNTY OF CHARLESTON       )

**LEASE AGREEMENT**

This Lease Agreement (the "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between **134 Cannon Street, LLC** (the "Landlord"), and **City of Charleston, South Carolina** (the "Tenant").

**Witnesseth**

For and in consideration of the following covenants and agreements, Landlord and Tenant, for themselves and their respective successors and permitted assigns, do hereby agree as follows:

A. **Leased Premises and Lease:** The property subject to this Lease is located at 134 & 136 Cannon Street, Charleston, and South Carolina and consists of approximately 0.60 acres, including an approximately 10,212 square foot building and other improvements, bearing Charleston County Tax Map No. 460-11-04-155 as set forth on Exhibit A (the "Leased Premises"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Lease Premises for the term, upon the rental, and subject to the covenants and agreements herein set forth.

B. **Term and Delivery of Leased Premises:** The initial term of the Lease shall be for a period often 10 years, commencing the later of (i) February 1, 2018 or (ii) the issuance of a permanent Certificate of Occupancy for the building on the Leased Premises (the "Commencement Date"), and ending at midnight on the date which is ten (10) years following the Commencement Date. Landlord shall, upon notification of the approval set forth in Section 33 hereof, diligently pursue all necessary permits and approvals for the Landlord's improvements described herein. Notwithstanding the foregoing, the parties acknowledge and agree that the Tenant (or its administrative departments) directly control the issuance of permits and approvals and any delay in the acquisition thereof by Landlord shall not give rise to rent reduction, offset, or termination by Tenant under the terms of this Lease.

C. **Covenants and Conditions of Lease:** The Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **Rent:** Tenant agrees to pay as rent to Landlord the sums as shown below, said sums to be payable in equal monthly installments as follows:

<b>Annual Lease Period (12 mo.)</b>	<b>Annual Rent</b>	<b>Monthly rent</b>
1	\$270,000.00	\$ 22,500.00
2	\$275,400.00	\$22,950.00
3	\$280,908.00	\$ 23,409.00
4	\$286,526.16	\$23,877.18
5	\$292,256.68	\$24,354.72
6	\$298,101.80	\$24,841.82
7	\$304,063.85	\$25,338.65
8	\$310,145.13	\$25,845.43
9	\$316,348.03	\$26,362.34
10	\$322,674.99	\$26,889.58

Rent shall be payable monthly, in advance, to the office of the Landlord at the following address: **c/o 134 Cannon Street, LLC, Attn: Patterson Smith, 51 John Street, Charleston, SC 29403**. Rent is due on or before the 10th day of each month. In the event Tenant shall fail to pay said rent, or any other amounts required to be paid by Tenant under the terms of the Lease, on or before the tenth (10th) day of the month, a late charge of one and one-half (1.5%) percent of the amount due, compounded monthly, shall be added to the rent and paid to the Landlord for each such late payment and the same shall be treated as additional rent.

2. **Use:** Tenant shall use the Leased Premises only for the following purposes: office space, cultural programs including theater productions, and equipment storage. The Leased Premises shall not be used for any other purposes without the expressed, prior written approval of the Landlord. Tenant shall at all times during the term of the Lease be in full compliance with any and all federal, state and local government rules and regulations, ordinances and similar provisions having the force and effect of law, including, but not limited to Occupational Safety Hazard Administration (OSHA), Environmental Protection Agency (EPA), State of South Carolina Department of Health and Environmental Control (DHEC), National Electric Codes and the like which are or would be applicable to the use of the Leased Premises.
3. **Landlord Insurance:** Landlord shall keep in full force and effect, at Landlord's expense, public liability insurance coverage on the Premises of not less than \$1,000,000 during the term of this Lease. Tenant shall not carry any stock of goods or do anything in or about the Premises which will in any way restrict or invalidate any insurance coverage of the Premises. Landlord shall cause the Tenant to be named as an additional insured on said public liability insurance policy.

**Tenant Insurance:** Tenant shall keep in full force and effect, at Tenant's expense, property and casualty insurance for the full replacement value of the building and improvements, including trade fixtures, and personal property.

4. Landlord shall be named as a Loss Payee on the Building Property Insurance coverage. If Landlord so requires, the policies of insurance provided for shall be payable to the holder of any mortgage, as the interest of such holder may appear, pursuant to a standard mortgagee clause, and the mortgage holder shall be given the same notice of cancellation as Landlord. Tenant shall keep in full force and effect and maintain a public liability policy under which Tenant shall be insured with minimum coverages of \$300,000 per person, per occurrence, and \$600,000.00, in the aggregate per occurrence for bodily injury or damage, and \$100,000 per occurrence for property damage, or such other coverage amounts required to be in conform to the statutory caps for tort liability per S.C.Code § 15-28-10, et seq (Rev. 2005) (the South Carolina Tort Claims Act). A certificate of insurance evidencing insurance required by this paragraph shall be deposited with Landlord within thirty (30) days after the execution of the Lease.
5. **Alteration of the Building and Installation of Fixtures and Other Appurtenances:** Landlord shall, in material conformity with the plans and specifications attached herein as Exhibit B and as required to meet all applicable building codes and regulatory approvals, at Landlord's own cost and expense and in a good and workmanlike manner, make all improvements and repairs in and to the building as may be required to obtain a permanent Certificate of Occupancy for the Use of the building by the Tenant for office space, cultural programs including theater productions, and equipment storage. Landlord is providing Leased Premises with a fully functional heating and air conditioning systems(s), plumbing system including fixtures, and electrical system; and any of the building systems that are altered, renovated or repaired shall comply with the 2009 International Energy Code. To the extent assignable without third party approval, Landlord will transfer all



manufacturers, mechanics and subcontractors warranties or guarantees relating to heating and air conditioning, electrical including fixtures, and other system systems to Tenant and co-operate with Tenant in the event of a warranty claim for newly installed building elements.

6. Condition of the Leased Premises: Landlord shall deliver the Premises in a good, clean, and broom-swept condition and in accordance with Section 5 above. Landlord shall ensure delivery of the Leased Premises with all lights, doors and utilities in good working order.
7. Repair and Care of Building by Tenant: Tenant shall, throughout the term of the Lease, at its own expense, maintain the Leased Premises in good order and repair, except for those repairs expressly required to be made by Landlord. Tenant shall provide for periodic servicing of the heating, air conditioning and ventilation system as recommended by the manufacturer of such equipment. Tenant shall be responsible to pay all the costs of service and minor repairs to heating and air conditioning equipment. Tenant shall maintain pest control. Tenant agrees to return the Leased Premises to Landlord at the expiration or prior termination of the Lease in as good condition or better and repair as when received, normal wear and tear excepted.
8. Repair and Care of Building by Landlord: Landlord agrees to keep, maintain, repair and replace the roof, exterior walls and doors, and plumbing and electrical components of the Leased Premises as required to keep the same in good repair and working order. Landlord shall be responsible for all required replacements of major components of the said equipment, including HVAC, and components including cost of installation, unless such repairs are required as a result of the willful acts or negligence of the Tenant, its agents, invitees. Tenant shall promptly report in writing to Landlord any defective condition for which Landlord is responsible.
9. Tenant shall be responsible for all exterior grounds maintenance.
10. Alteration of Building: Tenant may not under any circumstances make any alterations or improvements in or to the Leased Premises or any other part of the building without the Landlord's prior written consent.
11. Payment of Property Taxes: Landlord shall pay all real estate taxes on the Leased Premises existing at the commencement of the Lease. Tenant shall reimburse Landlord, as additional rent, for the portion of the property tax bill relating to the Leased Premises. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with a copy of the tax bill. In the event the Leased Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Leased Premises shall be determined by proration on the basis that the rentable area of the Leased Premises bears to the rentable area of the entire property assessed. If the Lease includes a partial year, taxes shall be prorated and Tenant shall only pay the portion for the time the Lease was in effect. Any taxes levied against personal property and trade fixtures in the Leased Premises shall be paid by Tenant.
12. Condemnation: If the Leased Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as of the day possession shall be taken by such public authority, and Tenant shall pay all rent and other sums due hereunder up to that date with an appropriate refund by Landlord of such amounts thereof as shall have been paid in advance for any period subsequent to the date of the taking. If any portion less than the full gross leasable area of the Leased Premises shall be so taken, and such taking materially interferes with the Tenant's use and enjoyment of the Leased Premises in the sole opinion of the Tenant, then the Tenant shall have the right to terminate this Lease. Tenant shall pay all rent and other sums due hereunder up to that date with an appropriate refund by Landlord of such amounts thereof as may have been paid in advance

for any period subsequent to the date of taking. In the event that Tenant remains in possession and Tenant does not so terminate, all of the terms herein provided shall continue in effect, except that the rent shall be equitably abated and thereafter apportioned. Landlord shall make all necessary repairs or alterations to the Leased Premises to accommodate Tenant's continued occupancy for the purposes permitted by the Lease; provided however, in no instance shall Landlord be required to expend an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises so taken, less any amount paid to Landlord's mortgagee from such award. Landlord shall not be entitled to any portion of any award made for loss of Tenant improvements (including the Tenant's Improvements), or for Tenant's business or depreciation of and cost for removal of property and fixtures. Tenant shall be entitled to make direct claim for such items.

13. **Erection and Removal of Signs:** Tenant may place suitable signs on the Leased Premises for the purpose of indicating the nature of the business carried on by Tenant in the Leased Premises. The signs shall not damage the Leased Premises in any manner.
14. **Glass Breakage and Vandalism:** Tenant agrees to immediately replace all broken or damaged glass with glass of a comparable quality and characteristics which meets applicable building code requirements. Tenant shall make any repairs or replacements caused by vandalism to the Leased Premises or any part thereof, if any, to the extent Tenant's property and casualty insurance proceeds to repair or replace such damage are insufficient to cover the cost thereof.
15. **Right of Entry by Landlord:** Tenant at any time during the Lease term shall permit inspection of the Leased Premises during reasonable business hours by Landlord or Landlord's agent or representatives for the purpose of ascertaining the condition of the Leased Premises and in order for the Landlord to make repairs as may be required to be made by Landlord under the terms of the Lease. Ninety (90) days prior to the expiration of the Lease, Landlord may post suitable notice on the Leased Premises that the same are "for rent" and may show the Leased Premises to prospective tenants at reasonable times.
16. **Payment of Utilities and Services:** Tenant shall contract for and pay all charges for gas, electricity, water and sewer used on the Leased Premises. The Tenant is responsible for the removal and disposal of all garbage and debris from the Leased Premises and for the payment of all costs associated therewith. Tenant is also responsible for any and all user fees and/or other expenses relating to such garbage and debris attributable to Tenant and Tenant agrees to pay the same within 10 days after receiving notice from Landlord of the amount due.
17. **Assignment and Subletting:** Neither the Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant without the written consent of Landlord which consent shall not be unreasonably withheld. Landlord agrees Tenant shall have the right to enter into various license and facility use agreements as part of operating the Leased Premises as part of a community cultural center.
18. **Damage or Destruction of Premises:** If during the Lease term, the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty of any kind or nature, Landlord shall proceed within sixty (60) days after the first date of such damage or destruction with due diligence to repair, replace or rebuild the Leased Premises as nearly as possible to its condition, character and purpose immediately prior to such damage (the "Restoration Work"), during this period rent shall abate unless damage is caused by Tenant negligence or Tenant's breach of the lease. Notwithstanding the foregoing, if applicable zoning or other laws or regulations prevent the rebuilding of the Leased Premises in a manner that would allow them to be used in the same manner as was used prior to the applicable casualty, and if neither party is able to obtain a variance, special

exception or other suitable resolution, then the parties will reasonably cooperate to rebuild the Leased Premises, using all available casualty insurance proceeds, to rebuild the Leased Premises consistent with Tenant's uses as permitted herein.

19. Surrender of the Leased Premises: Tenant agrees to deliver all keys and to surrender the Leased Premises at the expiration or sooner termination of the Lease, or any extension thereof, and to broom clean tiles and shampoo and vacuum any carpets to return the Leased Premises in the same condition as when delivered to Tenant, ordinary wear and tear excepted, and Tenant shall remove all of its property therefrom. Tenant agrees to pay the cleaning charge should it be necessary for Landlord to restore the Leased Premises to such condition in addition to the cost to repair any damages caused by Tenant.
20. Waiver of Covenants: It is agreed that the waiving of any of the covenants of the Lease by either party shall not be deemed to waive any other breaches of such covenant or any provision herein contained.
21. Default: If Tenant shall default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, Landlord may, at its option, after thirty (30) days prior notice to Tenant, make performance for Tenant and for their purpose advance such amounts as may be necessary, and any amounts so advanced or any reasonable expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, obligation, or provision of the Lease shall be deemed to be additional rent and shall be due and payable to Landlord on demand. The acceptance by Landlord of any installment of fixed rent or of any additional rent hereunder shall not be a waiver of any other rent then due. If Tenant shall default in fulfillment of any of the covenants or conditions of the Lease, other than the covenants for the payment of rent or other amounts and any such default shall continue for a period of thirty (30) days after notice, or if incapable of being cured in thirty (30) days, Tenant is not diligently pursuing cure, then Landlord may, at its option, terminate the Lease by giving Tenant notice of such termination and, thereupon, Tenant shall immediately quit and surrender the Leased Premises.
22. Default in Rent, Insolvency of Tenant: If Tenant shall default in the payment of the rent provided for herein, and any such default shall continue for a period of fifteen (15) days after written notice to Tenant, or if the Leased Premises of any part thereof shall be abandoned or vacated, or if Tenant shall be dismissed therefrom by or under any authority other than Landlord, or if Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any insolvency or bankruptcy act or any reorganization or a composition with its creditors or if, in any proceeding a receiver or trustee shall be appointed for Tenant or if any proceeding shall be commenced for the reorganization of Tenant, or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord may, at its option, terminate the Lease without notice, and at any time thereafter reenter the Leased Premises and remove all persons and property therein without being liable to indictment or damage therefore, and Tenant hereby expressly waives the service or any notice in writing of Landlord's intention to reenter said the Leased Premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option relet the Leased Premises and apply any moneys collected to the payment of costs of placing the Leased Premises in rentable condition and to the payment of rent due hereunder and any other charges or moneys due to Landlord. Tenant shall remain liable for deficiency in rental which shall be paid upon demand therefore to Landlord.
23. Landlord Default: The failure of the Landlord to any perform covenant, obligation or provision of the Lease shall entitle Tenant, after fifteen (15) days written notice, to, at Tenant's option, terminate the Lease or perform on behalf of the Landlord. Provided, however, that if such default is not readily curable within such period and Landlord is using and continues to use commercially reasonable



efforts to cure such default then Landlord shall have a reasonable additional period of time, not to exceed sixty (60) days after written notice within which to cure such default. Costs of such performance shall be remitted to Tenant on demand, and if not so paid, Tenant shall have the right to withhold rent until its costs have been recouped, in addition to any other remedy as allowed by law or equity.

24. **Enforcement:** In the event either party institutes legal proceedings to shall enforce the terms of the Lease, the prevailing party in such litigation shall be entitled to recover from the other the costs and expenses incident thereto including reasonable attorneys' fees.
25. **Rights of Successors and Assigns:** The covenants and agreements contained in the Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, and permitted assigns, except as expressly otherwise hereinbefore provided.
26. **Notices:** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder or for all purposes of billing, processing, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States Mail addressed as follows:

To the Landlord at the Following address:

**134 Cannon Street, LLC  
Attn: Patterson Smith  
51 John Street  
Charleston, SC 29403**

To the Tenant at the following address:

City of Charleston Office of Corporation Counsel  
50 Broad Street  
Charleston, SC 29401

With a copy to:

Real Estate Management, City of Charleston  
2 George Street, Suite 2601  
Charleston, SC 29401

**Exhibits:** All exhibits to the Lease are incorporated by reference.

**Special Stipulations:** None

**Governing Law:** This Lease shall be governed by the laws of the State of South Carolina.

27. **Landlord Representations and Warranties:** Landlord represents and warrants to Tenant as follows:
  - a. Landlord is a limited liability company duly organized and existing under the laws of the State of South Carolina, by proper action duly authorized to execute and deliver this Lease, to enter into the transactions contemplated hereby and to carry out its obligations hereunder.
  - b. Landlord is, as of the commencement of the Lease Term, vested with good and marketable fee simple title to the Leased Premises, subject only to the Landlord's Mortgage.
  - c. Landlord represents and warrants to Tenant that to the best knowledge of Landlord:
    - i. Landlord, and the Leased Premises, are in compliance in all material respects with all existing Environmental Laws (as hereinafter defined);
    - ii. There are no present or past Environmental Conditions (as hereinafter defined) or violations of any existing Environmental Law in any way relating to Landlord or

the Leased Premises that is likely to lead to the imposition of any liability or that Landlord should reasonably expect would give rise to any civil or criminal litigation, suit, action, claim, proceeding or investigation by any person, including any Governmental Authority (as hereinafter defined);

- iii. There are no aboveground or underground waste disposal units, including landfills, surface impoundments, pits, ponds or lagoons, whether or not in use or formerly used and still containing Contaminants (as hereinafter defined), or any underground storage tanks, or subsurface disposal systems, including injection wells, dry wells, leach field or septic systems on the Leased Premises.
- iv. There is no pending or threatened civil or criminal litigation or suit, action, claim, proceeding or investigation by any person, including any Governmental Authority, or written notice of violation of, or formal administrative proceedings relating to, any existing Environmental Condition, including asbestos and asbestos containing materials.

“Contaminants” shall mean Hazardous Substance as defined in Subsection 1(c) above and any material, pollutant, substance or waste which is defined in, regulated by or subject to any Environmental Law, including asbestos and asbestos containing material.

“Environmental Conditions” shall mean the ambient state of (1) the surface, sub-surface, soil, air, surface waters, including streams, channels, marshes and wetlands, groundwater, wastewater, leachate and run-on and run-off of precipitation beneath, interior or exterior to any building or improvement; (2) any and all structures above and below ground, improvements, appurtenances, pipes, pumps valves, fittings, tanks, vessels and containers; and (3) any and all systems for the collection, treatment, storage or disposal of Contaminants.

“Environmental Laws” shall mean all federal, state and local statutes, regulations and ordinances relating to the protection or pollution of the environment or community health and safety, including the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, South Carolina Pollution Control Act and any similar or analogous statutes, regulations, ordinances and decisional law of any Governmental Authority, as now exists.

“Governmental Authority” shall mean any governmental department, commission, board, bureau, agency, court or other instrumentality of the United States, State of South Carolina or local governing body

- 28. Contingency: This Lease is contingent on approval by the City Council of Charleston (“Council”). Provided, however, execution by the undersigned representative of the Tenant shall be deemed conclusive evidence of Council approval, and upon execution, no additional approval of Council shall be required to affirm, ratify, or continue the ongoing validity and effectiveness of this Lease at any time during the initial term as a binding obligation of Tenant in accordance with the terms hereof.
- 29. Estoppel Certificates. Tenant hereby agrees that this Lease is made subject and subordinate to all ground or underlying leases, mortgages, easements and restrictions which may now or hereafter affect the Leased Premises.. Such subordination shall be automatic, without the execution of any further subordination agreement by Tenant. Within ten (10) days after written request thereof by the Landlord or any mortgagee under a mortgage covering the Leased Premises, Tenant shall deliver in recordable form a statement to any mortgagee, trustee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease, including without limitation (if such be the case) that this Lease is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that Tenant claims no defense or set-off to the due and full performance of its obligations under this Lease. Any such certificate may be relied upon by any prospective mortgagee or purchaser of the Leased Premises.

30. Subordination/Non Disturbance. Notwithstanding anything contained herein to the contrary, within ten (10) days after written request thereof by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the Leased Premises, Tenant shall deliver in recordable form a subordination, non-disturbance and attornment agreement to any mortgagee, trustee or other transferee, or to Landlord, subordinating the rights of Tenant under the Lease to the lien of any mortgage, deed of trust, assignment of rents, assignment of lease or other instrument given to secure debt, or other encumbrance, together with any renewals, extensions or replacements thereof, now or hereafter placed, charged or enforced against the Leased Premises, or any land, buildings or improvements included therein or of which the Leased Premises are a part, or any portion or portions thereof; provided, however, that any such subordination shall provide that so long as Tenant is not in default of any of the terms, covenants or conditions of this Lease, neither this Lease nor any of the rights of Tenant hereunder shall be terminated or subject to termination by any action or proceeding in foreclosure, and Tenant's rights hereunder will remain undisturbed. In connection with the foregoing, Tenant further agrees to execute at any time and from time to time, such documents as may be required to effectuate such subordination, including any attornment agreement and certificate of good standing of the Lease as required by a lender, trustee, other transferee or Landlord.

Landlord and Tenant warrant and represent that they have not relied upon the services of a real estate broker in this transaction and no commission or other fees shall be payable by either party in this regard. Tenant acknowledges that PATTERSON S. SMITH IS A PRINCIPAL IN THE LEGAL ENTITY IDENTIFIED AS LANDLORD AND IS A LICENSED SOUTH CAROLINA REAL ESTATE BROKER. Tenant acknowledges that Patterson S. Smith, Patterson Smith Company, Inc., does not represent and has no agency agreement with the Tenant.

SIGNATURE PAGE TO FOLLOW

In Witness whereof, the parties hereto have caused these presents to be executed as of the day and year first above written.

**Witnesses:**

\_\_\_\_\_  
  
\_\_\_\_\_

**Witnesses:**

\_\_\_\_\_  
  
\_\_\_\_\_

**Landlord:**

**134 Cannon Street, LLC**

By:

Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tenant:**

**City of Charleston**

By:

Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

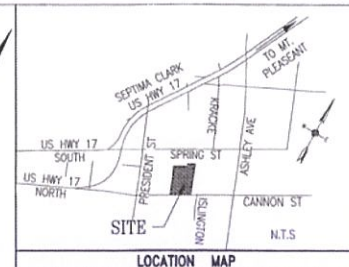
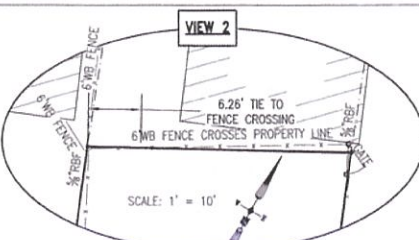
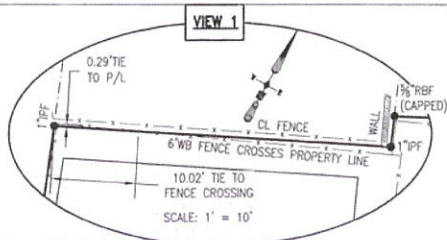
EXHIBIT A  
[Attach legal description]

All that lot, piece or parcel of land, situate, lying and being on the North side of Cannon Street in the City of Charleston, State of South Carolina, and being known as 134 and 136 Cannon Street. Measuring and containing on the front and back lines 101 feet, and 270 feet in depth, be the same more or less. Butting and bounding to the North on lands of \_\_\_\_\_, East on lands of Susan Smalls, South on Cannon Street, and West on lands of Rachel Zucker.

ALSO described as:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the Northern side of Cannon Street, between Ashley Avenue and President Street in the City of Charleston, in the County of Charleston, in the State of South Carolina, and being known by the number 134 Cannon Street; measuring on the front and back lines one hundred one (101') feet and extending substantially in parallel lines for a distance of two hundred seventy (270') feet, be the said dimensions more or less; and being bounded on the north by lands now or late of the Estate of H.H. Funk and others, on the east by lands now or late of John H. Steffens; on the South by Cannon Street and on the West by lands now or late of H.W. Bischoff.

TMS # 4601104155



**PROPERTY OWNERS TABLE**

CONDO-MULTIPLE OWNERS  
149 SPRING ST.:

TMS# 460-11-04-091: NEIL STEVENSON  
TMS# 460-11-04-310: COLIN JAMES DAVIES  
TMS# 460-11-04-311: JOHN T CHAKERIS  
TMS# 460-11-04-312: JOHN T CHAKERIS

CONDO-MULTIPLE OWNERS  
151 SPRING ST.:

TMS# 460-11-04-092: 151 SPRING STREET HPR LLC  
TMS# 460-11-04-315: CARRUS LLC  
TMS# 460-11-04-316: VICKY A DERDERIAN TRUST

#### ABBREVIATION LEGEND

RBF	REBAR FOUND
CTPF	CRIMP TOP PIPE FOUND
UP	UTILITY POLE
LP	LIGHT POLE
LDA	LEGAL DEEDED AREA
DB	DEED BOOK
PB	PLAT BOOK
WB	WOODEN (FENCE)
CL	CHAINLINK (FENCE)

#### SYMBOLS LEGEND

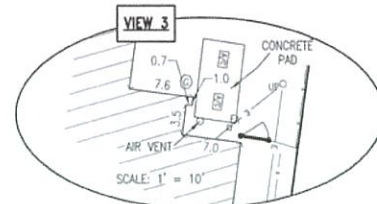
△	GATE
○ UP	UTILITY POLE
○ LP	LIGHT POLE
○ EA	ELECTRICAL ACCESS

#### GENERAL NOTES:

1. THIS PLAT SHOWS ONLY EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.
2. U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLAND DETERMINATIONS HAVE NOT BEEN MADE FOR THIS SURVEY.
3. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY APPEARS TO BE IN FLOOD ZONE "AE(1%)", (NGVD 1929) AS SHOWN ON FLOOD INSURANCE RATE MAP #45019005121, EFFECTIVE DATE: 11/17/2004, LOCATED IN COMMUNITY #455412-512J.
4. PER THE CITY OF CHARLESTON ZONING MAPS, THIS SITE IS LOCATED IN THE LIMITED BUSINESS DISTRICT (LB), WITH ZONING LAYERS AS OLD CITY HEIGHT DISTRICT 50/25, SHORT TERM RENTALS OVERLAY & AMUSEMENT AND RECREATION OVERLAY.
5. WATER & SEWER LOCATED IN THE CHARLESTON WATER SERVICE (CWS) AREA.
6. PROPERTY CARD FOR 134-136 CANNON ST REFERENCES THE MEETS AND BOUNDS OF PROPERTY.

#### LEGEND

—●—	PROPERTY LINE W/ CORNER (AS DEC.)
—○—	RIGHT OF WAY LINE
---	ADJACENT PROPERTY LINE
-.-.-	PROPERTY LINE TIE
—+—	CENTERLINE (PAVEMENT)
—x—	OVERHEAD ELECTRICAL LINE
—x—	FENCE
---	FEMA FLOOD LINE
▨	CONCRETE HATCH
▩	GRAVEL HATCH
▧	ASPHALT HATCH
▦	BUILDING HATCH



#### REFERENCE PLAT BY:

- |                                     |          |
|-------------------------------------|----------|
| 1. DANIEL C. FORSEBERG - 07/18/2002 | EF - 908 |
| 2. F. ELLIOTT QUINN - 07/14/2000    | EE - 213 |

#### REFERENCE DEEDS/PROPERTY CARDS:

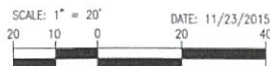
- |                                   | BOOK-PAGE  |
|-----------------------------------|------------|
| 1. 134 CANNON ST DEED(12/20/1962) | K78 - 088  |
| PROPERTY CARD(12/21/62)           | SEE TMS    |
| 2. 147 SPRING ST DEED(6/30/2014)  | 0414 - 197 |
| 3. 149 SPRING ST DEED(1/24/2006)  | 0572 - 021 |
| 4. 151 SPRING ST DEED(6/20/2006)  | 0588 - 650 |
| 5. 153 SPRING ST DEED(6/28/2005)  | 0544 - 539 |
| 6. 155 SPRING ST DEED(1/10/2008)  | 0648 - 242 |

**Line Table**

Line #	Direction	Length
L1	N63°46'13"E	39.86
L2	N23°08'55"W	3.60
L3	N62°15'44"E	30.00
L4	N22°05'11"W	20.18
L5	N61°33'37"E	31.20

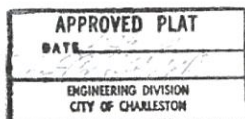
#### BOUNDARY PLAT

SHOWING  
TMS# 460-11-04-155  
PROPERTY OF  
ZION OLIVET UNITED  
PRESBYTERIAN CHURCH  
LOCATED  
CITY OF CHARLESTON  
CHARLESTON COUNTY, SOUTH CAROLINA  
D&F JOB #: 031715.00



**DAVIS & FLOYD, INC**  
POST OFFICE BOX 61599  
CHARLESTON, SC 29418  
PHONE (843) 554-8602

#### PLANNING AND RMC USE ONLY



**RECORDED**

DATE: 1/26/2016 TIME: 1:58:10 PM  
Book Page: S16 0016 DocType: [Small Plat]  
Filed By: Charlie Lybrand, Register, Charleston County, SC

Record Fee: \$15.00  
Postage: \$0.00  
TOTAL: \$15.00  
Clerk: [Signature]  
Location: CANNON STREET

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. THE AREA WAS DETERMINED BY THE COORDINATE METHOD OF AREA DETERMINATION. THE PRECISION OF THE UNADJUSTED FIELD SURVEY WAS GREATER THAN 1:10,000.



EXHIBIT "B"  
Plans and Specifications  
ATTACHED



Patterson Smith Co Inc.

# CHARLESTON CITY ARTS CENTER

Charleston, South Carolina

Issue Date/Description:  
MPS Project No: IN1533.00  
Agency Review ID: N/A

## OWNER

PATTERSON SMITH COMPANY, INC.  
121 CALHOUN STREET  
CHARLESTON, SC 29403  
843.577.7406  
PATTERSONSMITHCO@GMAIL.COM  
MR. PATTERSON S. SMITH

## GENERAL CONTRACTOR

BUILDINGHILL LLC  
51 JOHN STREET  
CHARLESTON, SC 29403  
843.577.7406  
BUILDINGHILLCO@GMAIL.COM  
MR. P. RUSSELL SMITH

## ARCHITECT

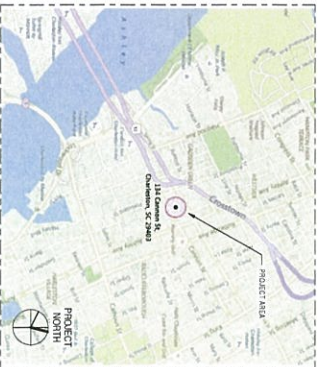
MC MILLAN PAZDAN SMITH ARCHITECTS  
121 CALHOUN STREET, SUITE 200  
CHARLESTON, SC 29403  
843.577.7406  
SHEPHERD@MCMILLANPAZDANSMITH.COM  
MR. SCOTT A. HENRIK, ASSOCIATE AIA, LEED AP

## MECH. ELEC. PLUMB

CONSTANTINE ENGINEERING ASSOCIATES, LLC  
15248 SAVANNAH HIGHWAY #181  
CHARLESTON, SC 29405  
843.577.7406  
CONSTANTINE@CONSTANTINEENGINEERING.COM  
MR. CHRIS CONSTANTINE, P.E. LEED AP



VICINITY



SITE

SHEET NO.	COVER	SHEET LIST
G001	COVER	LIFE SAFETY AND CODE INFORMATION
A100	OVERALL FLOOR PLAN	OVERALL REFLECTED CEILING PLAN
A200	OVERALL REFLECTED CEILING PLAN	OVERALL REFLECTED CEILING PLAN
A400	ENLARGED RESTROOM PLANS AND ELEVATIONS	ENLARGED RESTROOM PLANS AND ELEVATIONS
A500	VERTICAL CIRCULATION - STAIRS	VERTICAL CIRCULATION - STAIRS
A550	VERTICAL CIRCULATION - RAMPS	VERTICAL CIRCULATION - RAMPS
A600	DETAILS	DOOR SCHEDULE, FRAME TYPES AND
A650	DETAILS	DOOR SCHEDULE, FRAME TYPES AND
M101	MECHANICAL PLANS	MECHANICAL PLANS, DETAILS, AND SECTIONS
M201	MECHANICAL PLANS	MECHANICAL PLANS, DETAILS, AND SECTIONS
P101	PLUMBING PLANS	PLUMBING PLANS
P102	PLUMBING PLANS	PLUMBING PLANS
P201	PLUMBING SCHEDULES, DETAILS, AND	PLUMBING SCHEDULES, DETAILS, AND
P301	ELECTRICAL PLANS	ELECTRICAL PLANS
E101	ELECTRICAL PLANS	ELECTRICAL PLANS

Patterson Smith Co Inc.

## CHARLESTON CITY ARTS CENTER

Charleston, South Carolina



mcmillan | pazdan | smith  
ARCHITECTURE

ashville atlanta charleston charlotte greenville spartanburg  
121 calhoun street, suite 200 charleston, sc 29403 w. 843.566.0771  
www.mcmillanpazdan.com

SHEET NO. IN1533.00

G001

NOT FOR CONSTRUCTION



NAME OF PROJECT:	CHALKSTONE CITY ARTS CENTER
PROPOSED USE:	GROUP A-3
PROJECT ADDRESS:	134 CANNON STREET
PROJECT TYPE:	468.11 64.55 ACRES TOTAL
OWNER / OWNER'S AGENT:	CHALKSTONE SMITH COMPANY INC.
ENTRY TYPE:	PREPARE
PERMITTING JURISDICTION:	CITY OF CHALKSTONE
APPLICABLE CODE:	2013 INTERNATIONAL BUILDING CODE
TYPE OF WORK:	D NEW CONSTRUCTION

■ REPAIR  
■ ALTERATION  
■ CHANGE OF OCCUPANCY  
□ RELOCATION  
□ ADDITION

PROPOSED TOTAL SF  
STORIES: 10  
PROJECT DESCRIPTION

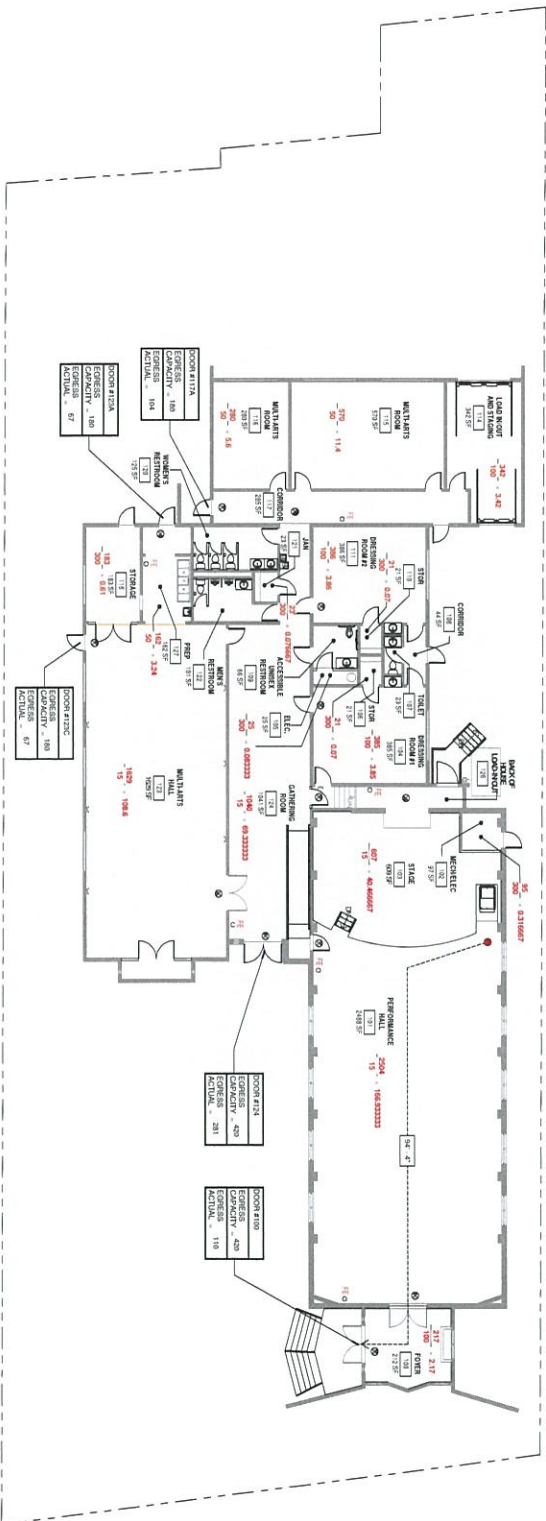
1 STORY: 27' x 3' x 10'  
RENOVATIONS TO AN EXISTING STRUCTURE THAT FORMERLY HOUSED A  
RETAIL STORE. THE BUILDING IS A STORY-MANOV "BLOCK"  
LOCATED IN A DOWD CITY DISTRICT 6555 IN THE  
DOWNTOWN/OLD TOWN AREA.

Evaluating occupancy		SUNSHINE		SAFE SHELTER		EVALUATING OCCUPANCY	
Type A		Type B		Type C		Type D	
Year building was constructed	1962-1964						
Type of construction	Type A						
Percentage of open perimeter in use	N/A						
Compartments	Completely supported						
Fire resistance rating of vertical exterior claddings	Yes	No	X				
Fire resistance rating of horizontal exterior claddings	Yes	No	X				
Type of fire alarm system	Not required						
Fire alarm system	Yes	X	No				
Smoke control	Yes	X	No				
Smoke control	Yes	X	No				
Adapted exit access	Yes	X	No				
Maximum exit access travel distance	Yes	X	No				
Means of egress emergency lighting	Yes	X	No				

SAFETY PARAMETERS		FIRE SAFETY (FB)		MEANS OF EGRESS (ME)		GENERAL SAFETY (GS)	
1) 12.1 Building Heights	2	2	2	2	2	2	2
12.2.1.1 Building Heights	2	2	2	2	2	2	2
12.2.1.2 Building Heights	6	6	6	6	6	6	6
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12.2.1.4 Building Heights	0	0	0	0	0	0	0
12.2.1.5 Building Heights	0	0	0	0	0	0	0
12.2.1.6 Building Heights	0	0	0	0	0	0	0
12.2.1.7 Building Heights	0	0	0	0	0	0	0
12.2.1.8 Building Heights	0	0	0	0	0	0	0
12.2.1.9 Building Heights	0	0	0	0	0	0	0
12.2.1.10 Building Heights	0	0	0	0	0	0	0
12.2.1.11 Building Heights	0	0	0	0	0	0	0
12.2.1.12 Building Heights	0	0	0	0	0	0	0
12.2.1.13 Building Heights	0	0	0	0	0	0	0
12.2.1.14 Building Heights	0	0	0	0	0	0	0
12.2.1.15 Building Heights	0	0	0	0	0	0	0
12.2.1.16 Building Heights	0	0	0	0	0	0	0
12.2.1.17 Building Heights	0	0	0	0	0	0	0
12.2.1.18 Building Heights	0	0	0	0	0	0	0
12.2.1.19 Building Heights	0	0	0	0	0	0	0
12.2.1.20 Building Heights	0	0	0	0	0	0	0
12.2.1.21 Building Heights	0	0	0	0	0	0	0
12.2.1.22 Building Heights	0	0	0	0	0	0	0
12.2.1.23 Building Heights	0	0	0	0	0	0	0
12.2.1.24 Building Heights	0	0	0	0	0	0	0
12.2.1.25 Building Heights	0	0	0	0	0	0	0
12.2.1.26 Building Heights	0	0	0	0	0	0	0
12.2.1.27 Building Heights	0	0	0	0	0	0	0
12.2.1.28 Building Heights	0	0	0	0	0	0	0
12.2.1.29 Building Heights	0	0	0	0	0	0	0
12.2.1.30 Building Heights	0	0	0	0	0	0	0
12.2.1.31 Building Heights	0	0	0	0	0	0	0
12.2.1.32 Building Heights	0	0	0	0	0	0	0
12.2.1.33 Building Heights	0	0	0	0	0	0	0
12.2.1.34 Building Heights	0	0	0	0	0	0	0
12.2.1.35 Building Heights	0	0	0	0	0	0	0
12.2.1.36 Building Heights	0	0	0	0	0	0	0
12.2.1.37 Building Heights	0	0	0	0	0	0	0
12.2.1.38 Building Heights	0	0	0	0	0	0	0
12.2.1.39 Building Heights	0	0	0	0	0	0	0
12.2.1.40 Building Heights	0	0	0	0	0	0	0
12.2.1.41 Building Heights	0	0	0	0	0	0	0
12.2.1.42 Building Heights	0	0	0	0	0	0	0
12.2.1.43 Building Heights	0	0	0	0	0	0	0

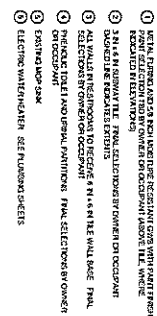
### **LIFE SAFETY PLAN LEGEND**



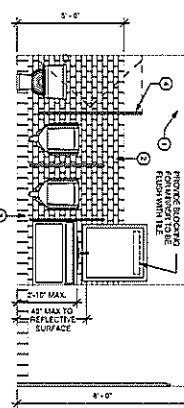
## LIFE SAFETY PLAN



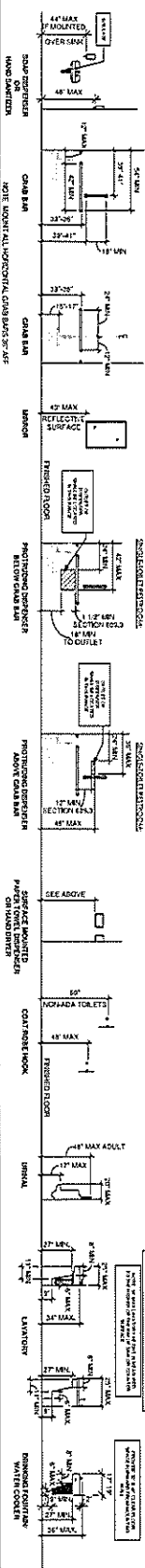




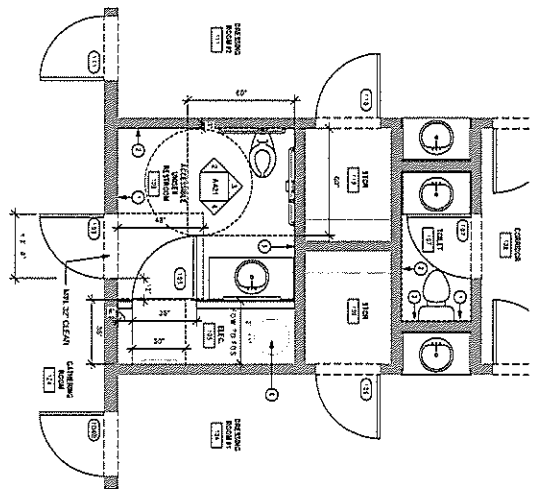
**ENLARGED FLOOR PLAN KEYED NOTES**



**MEN'S RESTROOM 122**

[illegible]

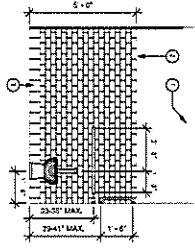
1-1  
3'-0" x 1'-0"  
ENLARGED ACCESSIBLE RESTROOM PLAN



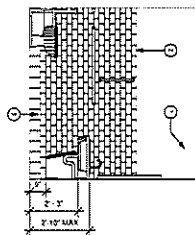
- 1 METAL DOOR AND LATCH MEET FIRE RESISTANT GRS WITH PLANT FROM
- 2 REACHED SELECTOR TO BE OPENED ON OCCUPANT ABOVE THE WHEEL
- 3 ALL WALLS IN RESTROOMS TO RECEIVE 4'-0" x 4'-0" IN TILE WALL SINK, TUB, SHOWER, AND FLOOR (SEE ELEVATIONS)
- 4 SELECTORS BY ENGINEER ON OCCUPANT
- 5 FLOOR, TUB, AND SHOWER INVERTING, FINAL SELECTORS BY OWNER
- 6 EXISTING LAMP SINK
- 7 EXISTING WASH BASIN SEE PLUMBING SHEETS

ENLARGED FLOOR PLAN KEYED NOTES

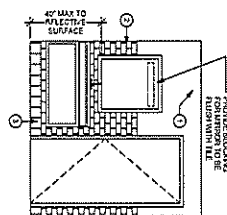
1-1  
3'-0" x 1'-0"  
ADA FRONT ELEV.



1-1  
3'-0" x 1'-0"  
ADA SIDE ELEV.



1-1  
3'-0" x 1'-0"  
ADA SINK ELEV.



Patterson Smith Co Inc.

CHARLESTON CITY ARTS CENTER

Charleston, South Carolina

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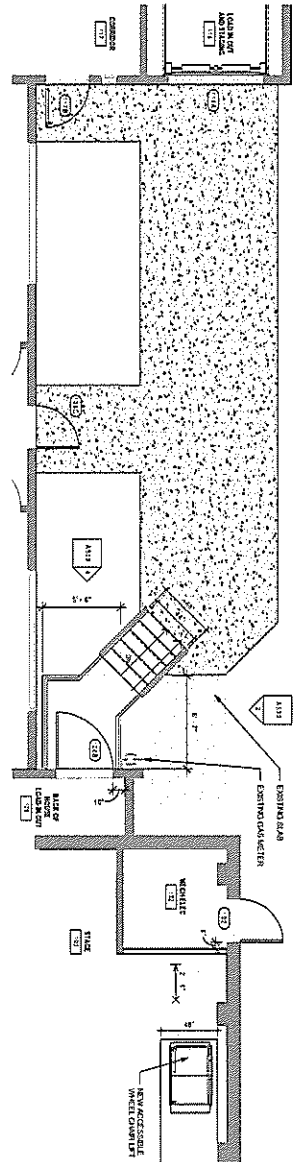
121 Cannon Street, Suite 200, Charleston, SC 29403 • 843.534.0111  
www.mcmillan-pazdan-smith.com

NOT FOR CONSTRUCTION

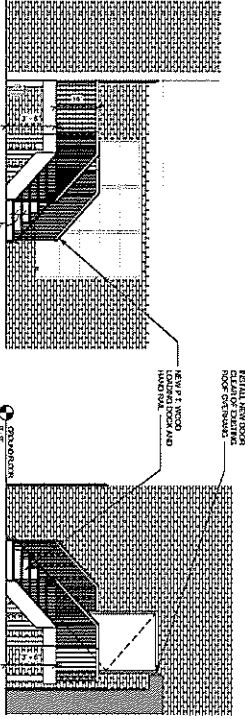
CITY COUNCIL 2017.05.05

A421

SHEET NO. 10/15/17



LOADING RAMP AND ADA CHAIRLIFT



EAST ELEVATION

NORTH ELEVATION

**mcmillan | pazdan | smith**  
ARCHITECTURE

123 N. Main Street, Suite 200 Charleston, SC 29403 | 843.555.0000

Patterson Smith Co. Inc.

**CHARLESTON CITY ARTS CENTER**

Charleston, South Carolina

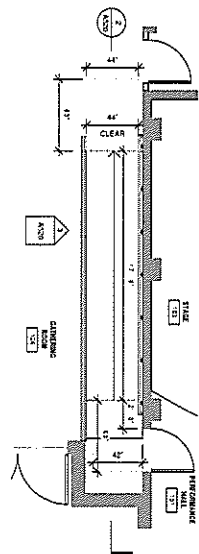
**NOT FOR CONSTRUCTION**

SHEET NO. **A500**

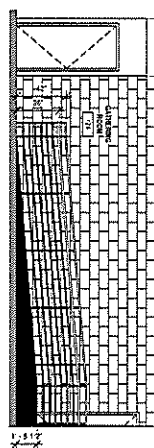
PROJECT NO. **181533.00**

CITY COUNCIL **2017.05.01**

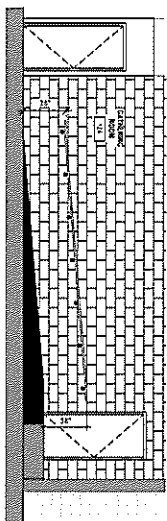
SHEET TITLE **VERTICAL CIRCULATION - STAIRS**



1  
GATHERING ROOM RAMP PLAN  
12' x 42'



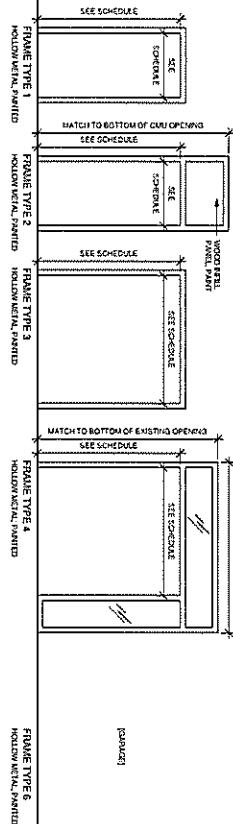
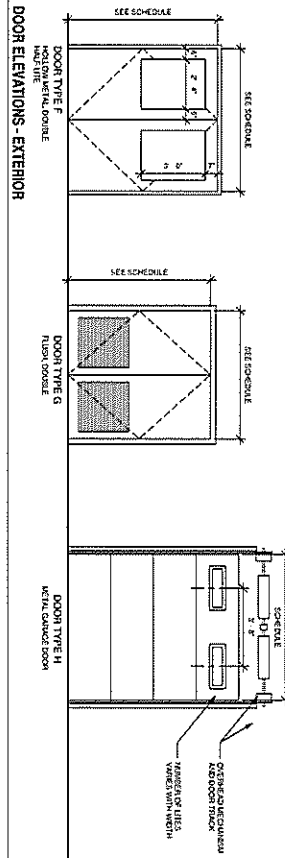
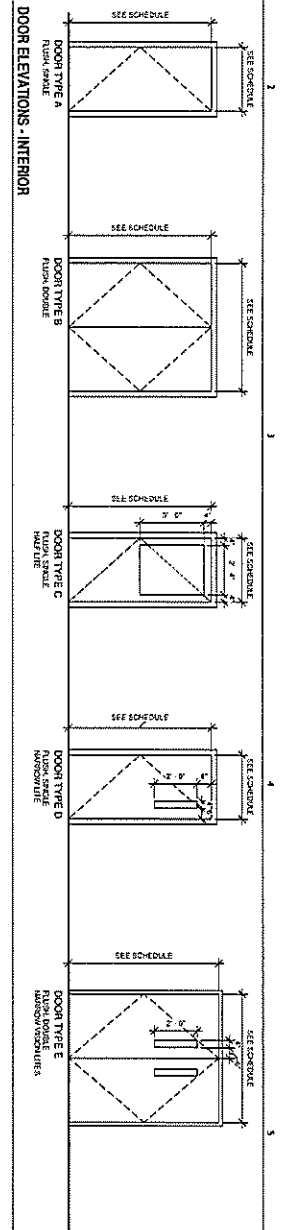
2  
RAMP ELEVATION  
12' x 42'



3  
RAMP SECTION  
12' x 42'







# FRAME ELEVATIONS

DOOR SCHEDULE												
DOOR						FRAME		DETAILS				
DOOR NO.	WIDTH	HEIGHT	THK.	TYPE	RATING	MATERIAL	HANGING TYPE	TYPE	MATERIAL	HEAD	JAMB	REMARKS
1	2	7	1 1/2"	F		(15. Pkg)	F	(15. Pkg)	(15. Pkg)			1
2	2	7	1 1/2"	F		2	F	2	2			1
3	2	7	1 1/2"	F		2	F	2	2			1
4	2	7	1 1/2"	F		2	F	2	2			1
5	2	7	1 1/2"	F		2	F	2	2			1
6	2	7	1 1/2"	F		2	F	2	2			1
7	2	7	1 1/2"	F		2	F	2	2			1
8	2	7	1 1/2"	F		2	F	2	2			1
9	2	7	1 1/2"	F		2	F	2	2			1
10	2	7	1 1/2"	F		2	F	2	2			1
11	2	7	1 1/2"	F		2	F	2	2			1
12	2	7	1 1/2"	F		2	F	2	2			1
13	2	7	1 1/2"	F		2	F	2	2			1
14	2	7	1 1/2"	F		2	F	2	2			1
15	2	7	1 1/2"	F		2	F	2	2			1
16	2	7	1 1/2"	F		2	F	2	2			1
17	2	7	1 1/2"	F		2	F	2	2			1
18	2	7	1 1/2"	F		2	F	2	2			1
19	2	7	1 1/2"	F		2	F	2	2			1
20	2	7	1 1/2"	F		2	F	2	2			1
21	2	7	1 1/2"	F		2	F	2	2			1
22	2	7	1 1/2"	F		2	F	2	2			1
23	2	7	1 1/2"	F		2	F	2	2			1
24	2	7	1 1/2"	F		2	F	2	2			1
25	2	7	1 1/2"	F		2	F	2	2			1
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46	2	7	1 1/2"	F		2	F	2	2			1
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48	2	7	1 1/2"	F		2	F	2	2			1
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50	2	7	1 1/2"	F		2	F	2	2			1
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89	2	7	1 1/2"	F		2	F	2	2			1
90	2	7	1 1/2"	F		2	F	2	2			1
91	2	7	1 1/2"	F		2	F	2	2			1
92	2	7	1 1/2"	F		2	F	2	2			1
93	2	7	1 1/2"	F		2	F	2	2			1
94	2	7	1 1/2"	F		2	F	2	2			1
95	2	7	1 1/2"	F		2	F	2	2			1
96	2	7	1 1/2"	F		2	F	2	2			1
97	2	7	1 1/2"	F		2	F	2	2			1
98	2	7	1 1/2"	F		2	F	2	2			1
99	2	7	1 1/2"	F		2	F	2	2			1
100	2	7	1 1/2"	F		2	F	2	2			1
1. HARDENED STEEL ONLY												
101	2	7	1 1/2"	F		2	F	2	2			1
102	2	7	1 1/2"	F		2	F	2	2			1
103	2	7	1 1/2"	F		2	F	2	2			1
104	2	7	1 1/2"	F		2	F	2	2			1
105	2	7	1 1/2"	F		2	F	2	2			1
106	2	7	1 1/2"	F		2	F	2	2			1
107	2	7	1 1/2"	F		2	F	2	2			1
108	2	7	1 1/2"	F		2	F	2	2			1
109	2	7	1 1/2"	F		2	F	2	2			1
110	2	7	1 1/2"	F		2	F	2	2			1
111	2	7	1 1/2"	F		2	F	2	2			1
112	2	7	1 1/2"	F		2	F	2	2			1
113	2	7	1 1/2"	F		2	F	2	2			1
114	2	7	1 1/2"	F		2	F	2	2			1
115	2	7	1 1/2"	F		2	F	2	2			1
116	2	7	1 1/2"	F		2	F	2	2			1
117	2	7	1 1/2"	F		2	F	2	2			1
118	2	7	1 1/2"	F		2	F	2	2			1
119	2	7	1 1/2"	F		2	F	2	2			1
120	2	7	1 1/2"	F		2	F	2	2			1
121	2	7	1 1/2"	F		2	F	2	2			1
122	2	7	1 1/2"	F		2	F	2	2			1
123	2	7	1 1/2"	F		2	F	2	2			1
124	2	7	1 1/2"	F		2	F	2	2			1
125	2	7	1 1/2"	F		2	F	2	2			1
126	2	7	1 1/2"	F		2	F	2	2			1
127	2	7	1 1/2"	F		2	F	2	2			1
128	2	7	1 1/2"	F		2	F	2	2			1
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131	2	7	1 1/2"	F		2	F	2	2			1
132	2	7	1 1/2"	F		2	F	2	2			1
133	2	7	1 1/2"	F		2	F	2	2			1
134	2	7	1 1/2"	F		2	F	2	2			1
135	2	7	1 1/2"	F		2	F	2	2			1
136	2	7	1 1/2"	F		2	F	2	2			1
137	2	7	1 1/2"	F		2	F	2	2			1
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140	2	7	1 1/2"	F		2	F	2	2			1
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143	2	7	1 1/2"	F		2	F	2	2			1
144	2	7	1 1/2"	F		2	F	2	2			1
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147	2	7	1 1/2"	F		2	F	2	2			1
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152	2	7	1 1/2"	F		2	F	2	2			1
153	2	7	1 1/2"	F		2	F	2	2			1
154	2	7	1 1/2"	F		2	F	2	2			1</

**DOOR AND FRAME NOTES:**

1. INTERIOR PARTITION WALLS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
2. EXTERIOR PARTITION WALLS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
3. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
4. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
5. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
6. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
7. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
8. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
9. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
10. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
11. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
12. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
13. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
14. ALL DOORS SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.

**REMARKS:**

1. DOOR AND FRAME SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
2. DOOR AND FRAME SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
3. DOOR AND FRAME SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.
4. DOOR AND FRAME SHALL BE 1/2" GYP. BOARD FINISHED WITH 1/2" GYP. BOARD.

**CHARLESTON CITY ARTS CENTER**

Charleston, South Carolina

**Patterson Smith Co Inc.**

**CHARLESTON CITY ARTS CENTER**

Charleston, South Carolina

**mcmillan | pazdan | smith**

**ARCHITECTURE**

1215 E. BROAD STREET, SUITE 200 CHARLESTON, SC 29403 • 843.554.0000

**NOT FOR CONSTRUCTION!**

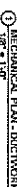
**DOOR SCHEDULE, FRAME TYPES AND ELEVATIONS**

**A800**









**2017.05.01**



## MECHANICAL PLAIN-DUCTILE IRON





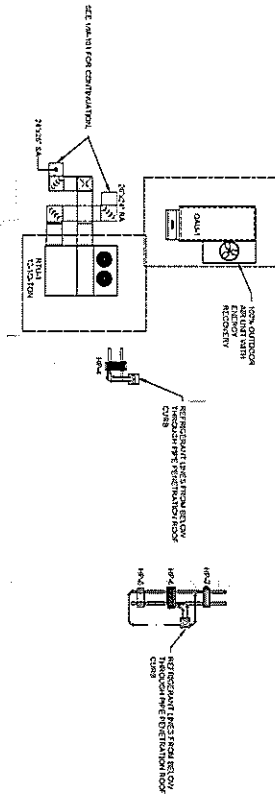
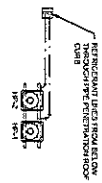
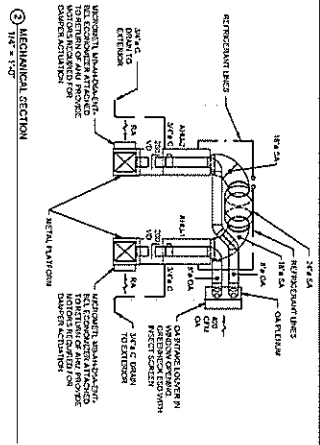
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AN	ARM AND FORELIFT
CA	CAGE, CEEPER, MOUNT
EA	EMMAST, FAN
EP	EMMAST, FAN
FO	FLAT, OAL, DRECT
HP	HEAD, PLUMP
OA	OUTDOOR, AIR
RA	RETURN, FAN
RD	RICHARD, SCALE
RU	ROOSTER, GART
SA	SEAFY, AIR
SE	SEAFY, FOOT
SO	SOPHY, SCALE

- |   |  |
|---|--|
|  | METAL DUCT   |
|  | DOUBLE INSULATED DUCT<br>TOP INSULATION ON OUTSIDE<br>FASER DUCT |
|  | POINT OF CONNECTION TO DUCT                                      |
|  | TERMINAL   |
|  | INTERNAL SPARK WITH DUCTS  |
|    | IDENTITY DUCT  |
|    | MANUAL VALVE DUCT  |
|    | MANIFOLD OR LINE DUCT  |

01. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
02. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
03. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
04. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
05. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
06. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
07. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
08. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
09. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.
10. DRAWING AND CONSTRUCTION OF THE BASIC MECHANICAL DRAWING AND ORTHOGRAPHIC.

- [illegible]

<b>M-101</b>  <small>MECHANICAL PLANS</small>	<b>DATE:</b> 1/7-02/99	<b>BY:</b> JONAS S. SVANES	<b>NO.</b> _____	<b>DESCRIPTION</b>	<b>DATE</b>	<b>THE ARTS CENTER</b> <b>CITY OF CHARLESTON</b> 134 CANNON STREET, CHARLESTON, SC 29403	 <b>NOT FOR CONSTRUCTION</b>	<b>CONSTANTINE ENGINEERING ASSOCIATES, LLC</b> <small>13418 Sevenson Hwy, #100, Charleston, SC 29407</small> <small>Phone: 843.628.7926, Fax: 843.613-7841</small> <small>Email: constantine@constantineengineering.com</small>
<b>MECHANICAL PLANS</b>								



# MECHANICAL PLAN - ROOF

17-029

17-029

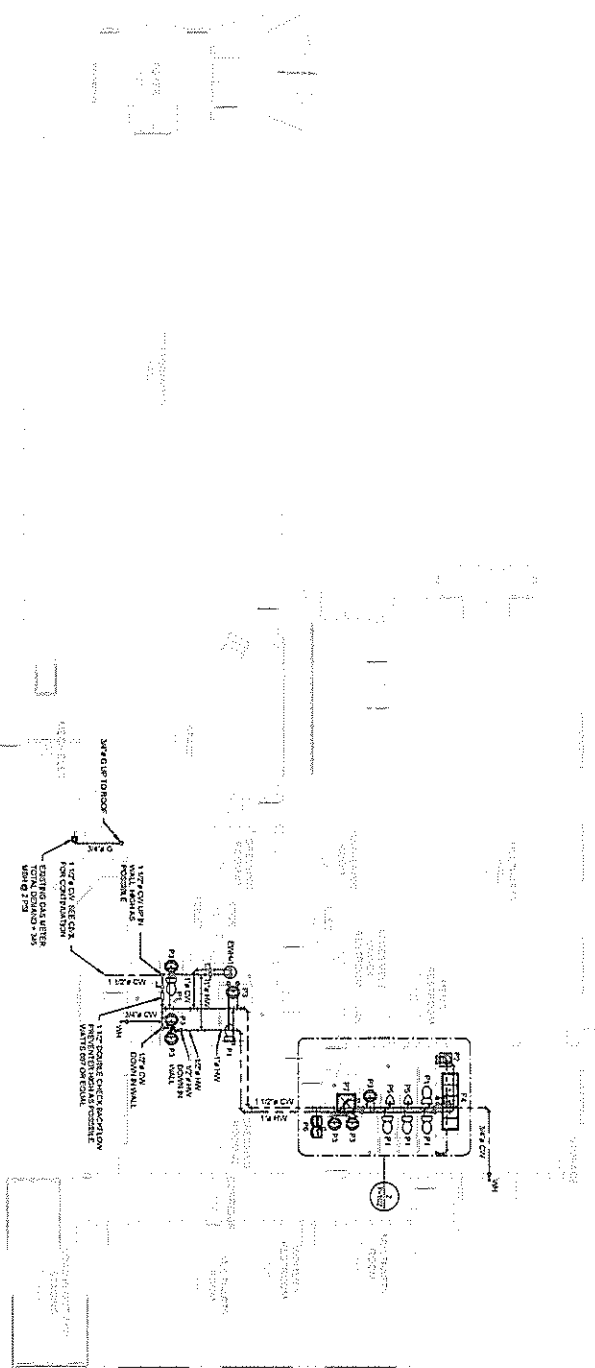
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THE ARTS CENTER  
CITY OF CHARLESTON  
134 CANNON STREET, CHARLESTON, SC 29403

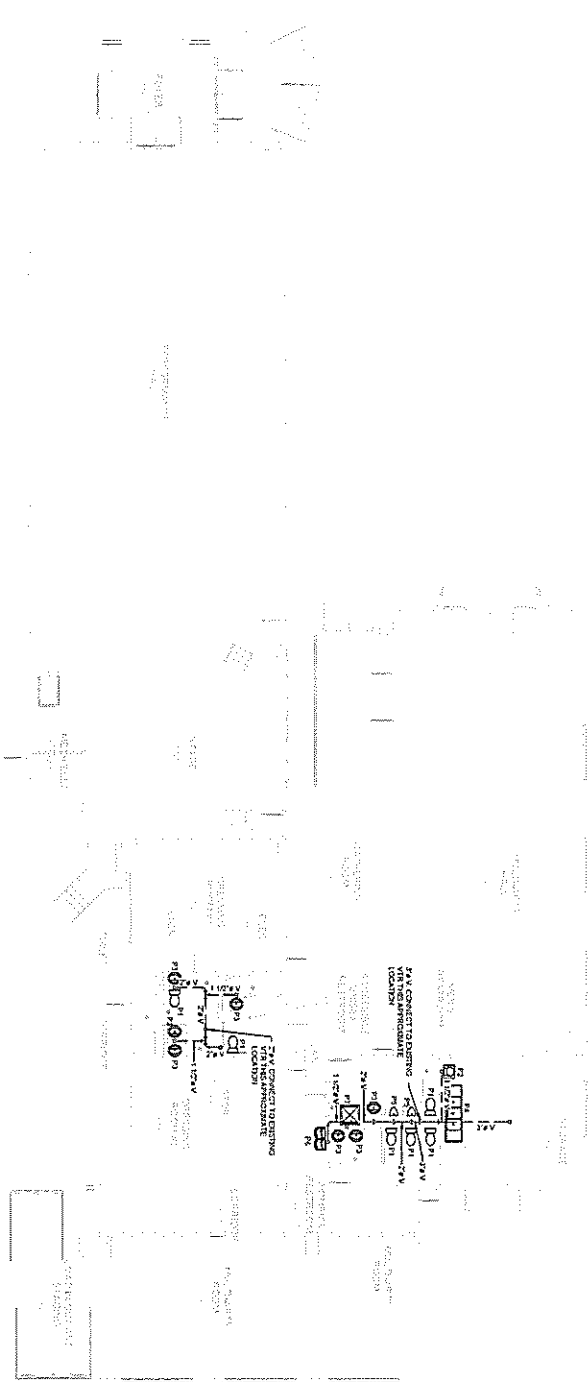
MECHANICAL PLANS, DETAILS AND SECTIONS



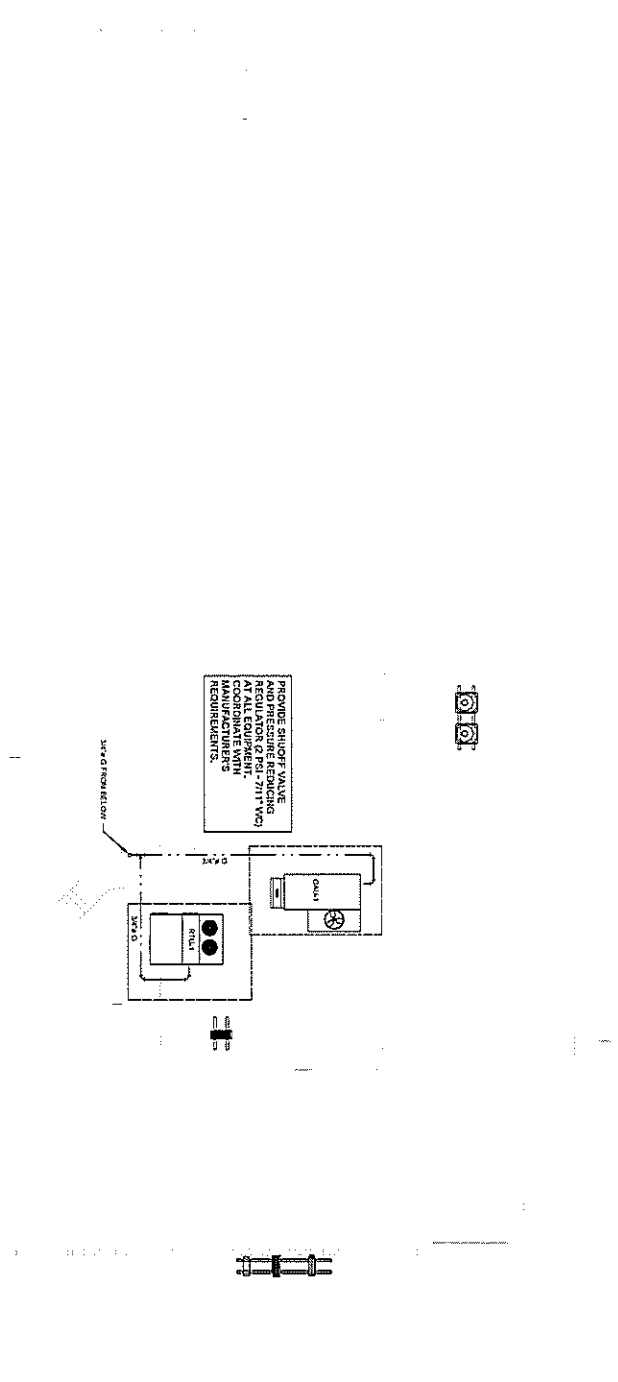
CONSTANTINE  
ENGINEERING  
ASSOCIATES, LLC  
1643B Savannah Hwy, #101, Charleston, SC 29407  
Phone: 843 428-7075, Fax: 843 428-7881  
Email: tech@constine-engineering.com

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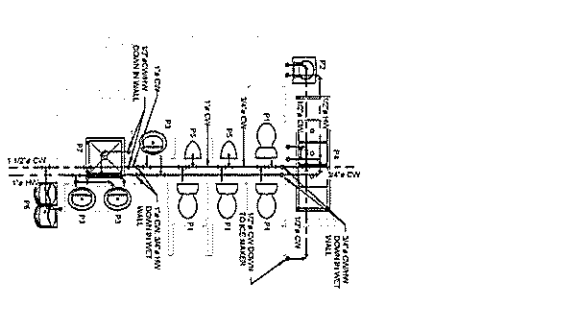
① PLUMBING PLAN - VEIL  
1/8" = 1'-0"



② PLUMBING PLAN - ROOF  
1/8" = 1'-0"



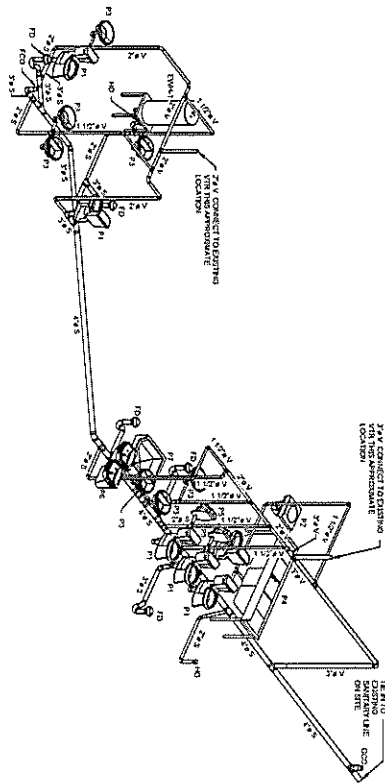
③ PLUMBING PLAN - SUPPLY - ENLARGED  
1/8" = 1'-0"



<p><b>THE ARTS CENTER</b> CITY OF CHARLESTON 134 CANNON STREET, CHARLESTON, SC 29403</p>	<p><b>NOT FOR CONSTRUCTION</b></p>	<p><b>CONSTANTINE ENGINEERING ASSOCIATES, LLC</b> 16438 Sevier Road Hwy. 1701, Charleston, SC 29407 Phone: 843 428-7876, Fax: 843 428-7881 Email: <a href="mailto:www.constantineengineering.com">www.constantineengineering.com</a></p>
<p><b>PLUMBING PLANS</b></p>		

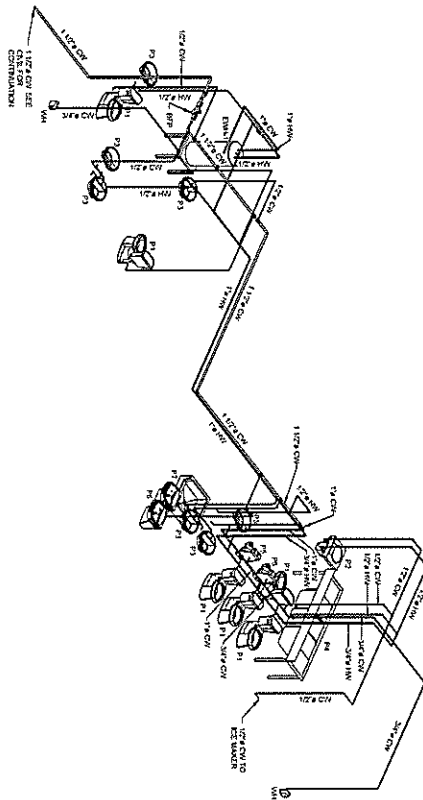
No.	Description	Date
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3	1/2" CW, 3/4" AW DOWNWALL	
4	1/2" CW, 3/4" AW DOWNWALL	
5	1/2" CW, 3/4" AW DOWNWALL	
6	1/2" CW, 3/4" AW DOWNWALL	
7	1/2" CW, 3/4" AW DOWNWALL	
8	1/2" CW, 3/4" AW DOWNWALL	
9	1/2" CW, 3/4" AW DOWNWALL	
10	1/2" CW, 3/4" AW DOWNWALL	

<p><b>REVISIONS</b></p> <p>DATE: 07/20/07</p> <p>BY: JON N. NIXON</p> <p>17-029</p>	<p><b>THE ARTS CENTER</b> CITY OF CHARLESTON 134 CANNON STREET, CHARLESTON, SC 29403</p> <p><b>PLUMBING PLANS</b></p>
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2 DRY ISOMETRIC

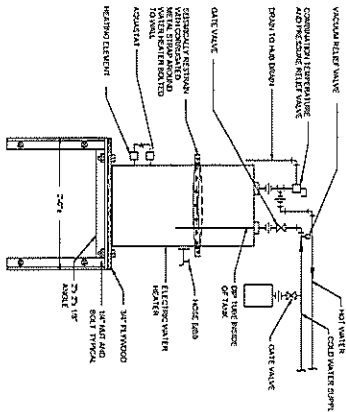
1 SUPPLY ISOMETRIC



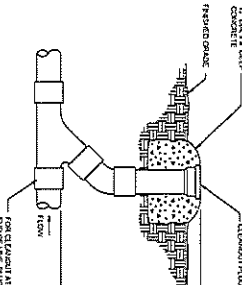
<p><b>THE ARTS CENTER</b> CITY OF CHARLESTON 134 CANNON STREET, CHARLESTON, SC 29403</p> <p>PLUMBING ISOMETRICS</p>	<p><b>CONSTANTINE ENGINEERING ASSOCIATES, LLC</b> 18418 Savannah Hwy, #181, Charleston, SC 29407 Phone: 843 628-7878, Fax: 843 628-7841 Email: <a href="mailto:cec@constineengineering.com">cec@constineengineering.com</a></p>	<p><b>NOT FOR CONSTRUCTION</b></p>	<p><b>CONSTANTINE ENGINEERING ASSOCIATES, LLC</b> 18418 Savannah Hwy, #181, Charleston, SC 29407 Phone: 843 628-7878, Fax: 843 628-7841 Email: <a href="mailto:cec@constineengineering.com">cec@constineengineering.com</a></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>Description</th> <th>QTY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 30%;"> <p>DATE: 02/28/2017</p> <p>JOB NUMBER: 17-0229</p> <p>SHEET NUMBER: P-201</p> </div> <div style="width: 60%;"> <p>DESIGNED BY: KAT</p> <p>CHECKED BY: JCF</p> <p>DATE: 02/28/2017</p> </div> </div>	NO.	Description	QTY																														
NO.	Description	QTY																																			

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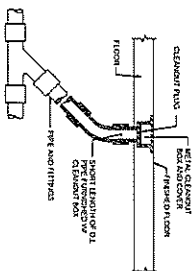
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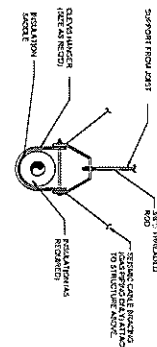
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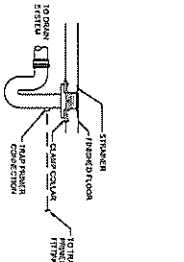
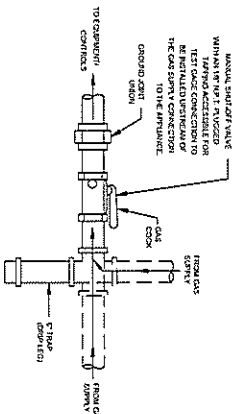
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PLUMBING FIXTURE SCHEDULE							
NAME	QTY	MODEL	CM	USE	WASTE	VENT	NOTES
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2	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
3	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
4	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
5	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
6	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
7	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
8	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
9	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
10	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
11	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
12	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
13	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
14	1	1/2" x 1/2" x 1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
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### Self-Management in the Workplace

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## PLUMBING SCHEDULES, DETAILS AND SPECIFICATIONS

**NOT FOR CONSTRUCTION**

**CONSTANTINE  
ENGINEERING  
ASSOCIATES, LLC**  
1643B Savannah Hwy., #101, Charleston, SC 29407  
Phone: 843.628.7874, Fax: 843.628.7551  
Email: [constantine@constantineengineering.com](mailto:constantine@constantineengineering.com)

[illegible]





Charleston City Arts Center Preliminary Plan Review Submittal drawings dated 5.1.2017		5/5/2017
General		
1	Plan submission is incomplete to properly understand the scope of work. At a minimum, the following additional drawings are required: Site Plan; include parking, landscape, grading, site lighting, entry, loading, circulation, etc Elevations: building elevations showing MSL datums relative to flood plain Structural: support for new equipment, roof access, seismic treatment of existing Site survey with FFE relative to grade Flood proofing and mitigation strategy to be detailed; how compliance with freeboard to be achieved method for compliance with wind borne debris/DP requirements IECC compliance not detailed (insulation concerns with 'exposed framing') wall sections required at significant areas of work As-built documentation required, with clear delineation of Scope of Work (demo, renovation, addition, etc) Fixed seating or moveable? Where/how stored and deployed? General notes indicate encapsulation of crawlspace; detailing required based on existing condition (soil infill), patching of vents, response to flood pain, installation of flood vents/floodproofing as required	
G010		
1	2015 building code	
2	total occupant load? (based on rough calculations show, estimate 450-500)	
3	travel distance on safety plan does not match worksheet	
4	based on existing condition of facility, flood plain, and Substantial Improvement, we reject the use of Chapter 34	
5	door 101B insufficient accessible clearance	
6	dressing rooms/back of house for performance facilities require accessible access to the stage	
7	accessible toilet access provided to dressing areas only via public corridor?	
8	insufficient width of back of house corridor	
9	insufficient landing/door/rail clearance at back of house corridor	
10	no FDC indicated	
11	sprinkler riser not indicated; conflict with electrical/mechanical labeled room	
12	accommodation for A/V? Servers? Phone? Other support & Utilities?	
13	Proscenium requirements? Fire Curtains? Stage design, equipment, and scope required for approval	

Charleston City Arts Center Preliminary Plan Review Submittal drawings dated 5.1.2017		5/5/2017
A100		
1	Dashed items at Prep 127? (furniture, appliance, service, other?)	
2	no site coordination	
3	back of house access platform: insufficient space for gas meter and footings; insufficient door hardware clearance; details unclear; door width inconsistent with loading hallway	
A200		
1	notes do not relate to open framing condition	
A420		
1	toilet rooms do not meet accessibility requirement of toilet rooms for A-3 occupancy	
2	family assisted-use toilet room required (not provided as amenity); combining with main toilets, male fixture count does not meet IPC required quantity	
3	door clearances not compliant	
4	floor drains required at multi-fixture restrooms	
5	accommodate trash receptacles/method in restroom upfit	
A421		
1	Toilet 107 is unacceptable layout with door/fixture clearances	
2	room 105 insufficient for work clearances	
A500		
1	insufficient detail	
2	note potential conflict with window condition having rail/landing adjacent (as well as dressing room beyond)	
A520		
1	non-compliant ramp; turn around area required at top of ramp with barrier/portal	
A600		
1	stage construction to match IIA or be sprinklered beneath	

Charleston City Arts Center Preliminary Plan Review Submittal drawings dated 5.1.2017		5/5/2017
A800		
1	wind rating and debris protection required for exterior door assemblies	
Mechanical		
1	Structural design of unit support and curbs required	
2	access to roof mount equipment required	
3	energy code compliance required	
Plumbing		
1	see previous notes re: fixture count	
Electrical		
1	panel diagrams required	
2	line diagrams required	
3	upgrade to existing service to be detailed	
4	require service in, meter location, transformer information	
5	fixture scheduling not complete	
6	energy code compliance required	

# Charleston City Arts Center

## Schematic Design Narrative



**mcmillan  
pazdan  
smith**  
ARCHITECTURE

**CONSTANTINE  
ENGINEERING  
ASSOCIATES, LLC**

*Prepared for*  
Patterson Smith Co. Inc. and BuildSmith, LLC



## Project Narrative and Outline Specifications Schematic Design

May 17, 2017

**Charleston City Arts Center**  
134 Cannon Street, Charleston, SC 29403

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## 1. PROJECT INTRODUCTION AND OVERVIEW

The building located at 134 Cannon Street is an existing structure which formerly housed the congregation of Zion-Olivet United Presbyterian Church, who occupied the building following construction, in what is believed to be 1968. Property records for TMS# C4601104155 begin 1/1/1962 and indicate a transfer of the deed to the church 12/21/62. The congregation actively occupied the building and grounds until 11/24/2015, when the current Owner purchased the building. Minor improvements were completed in 2016 as a direct result of selective demolition.

The building is a one-story, masonry-block structure with brick veneer. The Sanctuary and Narthex have large, wood-framed stained-glass windows and pitched glulam beams supporting wood decking and a new insulated standing seam metal roof. In the Sanctuary, the floor is oak, and a raised, wood-framed Pulpit and Altar are located at one end of the space. The walls are exposed masonry blocks. In the Narthex, the floor is a finished stone and the walls are exposed brick.

Other areas of the building typically have large, metal framed windows with multiple lites and operable panels located at the sill. Metal roof trusses span from the masonry walls and support a built-up coal tar pitch flat roof. The floor is exposed concrete.

This property is located in the City of Charleston and is zoned in a LB (Limited Business) district with four Zoning Overlay Layers; Old City Height Districts 50/25, AR (Amusement & Recreation Overlay), Short Term Rentals Overlay, and Old City District – Lower. Its location is further defined as being in the Peninsula West subdivision and it is a part of the Cannonborough / Elliottborough Neighborhood.

Alterations visible from the public right-of-way are subject to the approval of the City of Charleston Board of Architectural Review. Minor alterations are typically reviewed by Staff and do not require full Board review. No review under the full Board is anticipated for this project. Relevant alterations included in the scope of this project that may be considered for Staff review include painting, site work, signage, and minor repairs to windows and doors.

This project is partially located in AE and predominately located in X flood zones. No significant construction is expected beyond repairs and alterations to correct existing conditions. Substantial Improvements are not anticipated to exceed 50% of the fair market value of the structure before the Start of Construction. This is a cumulative cost for a five-year period. No flood-proofing or provisions for flood hazard prevention and controls are anticipated, as allowed by Floodplain Ordinance Revisions effective January 1, 2015.

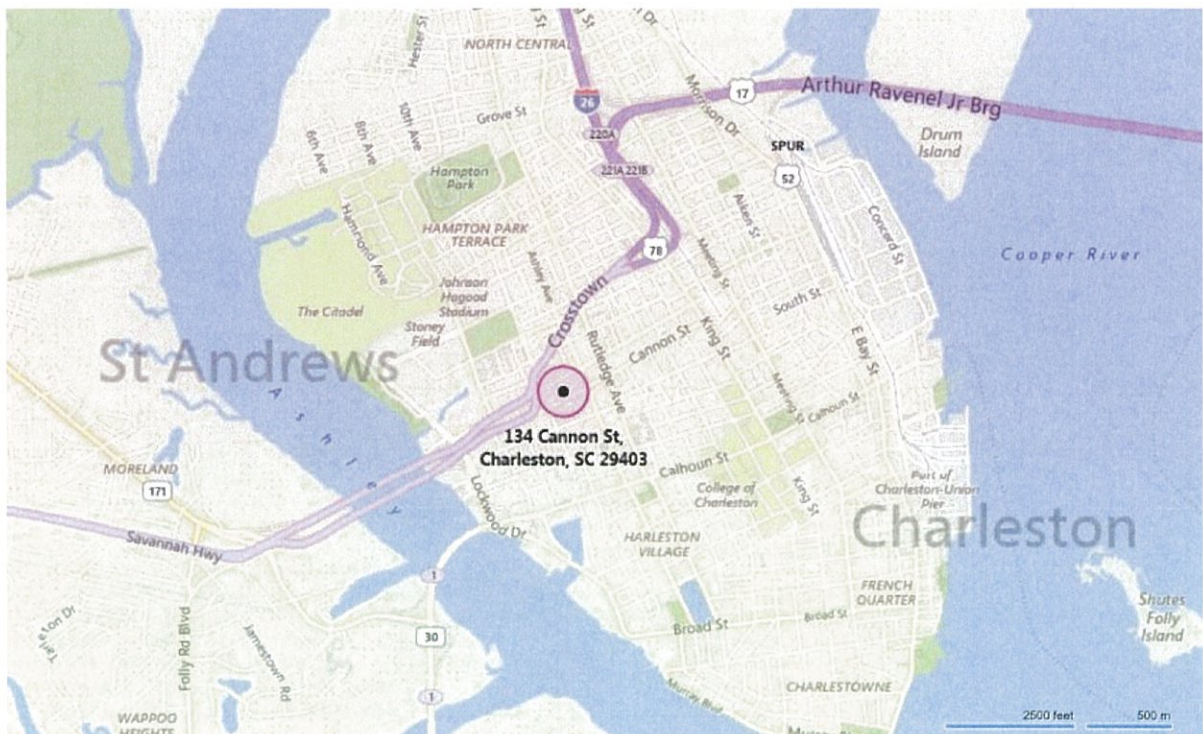
Any new work will be Type IIA construction and shall comply with the *2015 South Carolina Existing Building Code*, as adopted by the City of Charleston, effective July 1, 2016. Compliance is anticipated using the criteria described in Section 301.1.3 *Performance Compliance Method*, and will include a structural analysis (as indicated in Section 1401.4.1). Section 301.1.4 *Seismic Evaluation and Design Procedures* may be required for compliance.





The Building Owner intends to renovate the building and site to provide the City of Charleston, acting as Lessee to the Building Owner (Lessor), a core and shell renovation for later improvements by the Lessee's tenant, anticipated to be Pure Theater and others. The project described in this document and in the supporting drawing documentation is for the renovations and alterations thought necessary to provide the Lessee with a turn-key facility that meets or exceeds parameters for compliance. These documents are intended to communicate a general understanding of the Scope of Work to be performed by the Lessor for the Lessee.

This facility is envisioned by the Owner to provide a community arts center that activates the neighborhood and provides engaging opportunities with the performing and visual arts.



Proximity Map



## 2. ARCHITECTURAL DESIGN NARRATIVE

The project includes an existing building consisting of two large rooms, a central lobby and corridor, and several multi-purpose rooms. It is anticipated that some ancillary spaces such as restrooms and storage/janitor closets will remain in-place with finish upgrades only. As part of this effort, select improvements are to be made to an existing roadway and surface parking lot, greenspace area and rear patio. The approximate total area of the facility is 10,000 square feet. This building is to be fully-sprinklered and equipped with Automatic Fire Detection, including a fire alarm system, smoke detectors and smoke control.

All exterior materials as specified hereafter should, whether or not specifically referenced or identified, be consistent with the existing material palette.

Accessibility is guided by either Section 410 or Section 705 (per Section 1401.2.5 of the 2015 *South Carolina Existing Building Code*) and all applicable circumstances will be addressed to provide access to the maximum extent technically feasible.

### OUTLINE SPECIFICATIONS

#### EXTERIOR

##### **Roof Systems**

- The roof of the sanctuary was replaced with an insulated standing-seam galvalume roof in 2016. No further work is anticipated in this area.
- The low-slope portions of the building are comprised of built-up coal tar pitch roofs. These roofs will be repaired as required. A qualified roofer will make all necessary changes to accept the new equipment that will be required to make this building function.
  - All roofing is currently in good shape with no active leaks.

##### **Wall Systems**

- Masonry block structure with brick veneer

##### **Windows**

- Existing windows, as previously noted, are to remain in place.
  - Cracked, chipped or otherwise damaged lites shall be replaced to match existing
  - Bent or otherwise damaged metal frames shall be repaired to match existing
  - All windows and window frames shall provide a weather-tight seal





#### Exterior Doors

- See Sheet A800 *Door Schedule, Frame Types and Elevations* of drawing documentation

#### INTERIOR

A lead and asbestos abatement report will be provided by the Owner. The building has been remediated.

Open-cell spray foam insulation shall be applied to the underside of the existing roof deck and coated with an intumescent thermal and ignition barrier. Air space between any interior, non load-bearing walls and the roof deck voids shall be sealed with insulation.

All ceiling tile shall be tegular edge in the following dimensions as described below. Where required, seismic considerations shall adhere to the requirements noted on sheet A600 *Details*.

Lighting shall be as-indicated on the drawings and below (see also, Electrical).

All interior doors shall be as-indicated on the drawings and below.

Exposed, unfinished concrete block walls shall receive block filler and paint. Finish selections TBD by Owner and Occupant.

Where GWB and metal stud construction are employed, the use of sound attenuation batting shall be required in conjunction with acoustical joint sealants. Walls shall terminate at the existing headers or shall be permitted to terminate 12" above the ceiling tile unless directed otherwise. Mechanical designs shall also complement the sound attenuation effort regardless of the final wall assembly.

Flooring shall be as-indicated on the drawings and below. Existing concrete floors shall be patched/repared as necessary to maintain a consistent level and the floor shall be ground where repairs are made. The entire floor surface shall be cleaned and prepared for a sealant and epoxy coat. All finish selections TBD by Owner and Occupant. Existing oak floors shall be patched/repared/replaced as needed. Floors shall be sanded and refinished with one coat o sealant and two coats of satin urethane.

Base shall be as-indicated on the drawings and below.

The existing crawlspace shall be encapsulated, including work to seal existing vents in the foundation/crawlspace walls.



#### **Foyer 100**

- Exposed masonry walls (brick)
- Sealed stone floor
- Existing wood ceiling

#### **Performance Hall 101**

- Painted CMU walls
- Oak wood floors
- 1x wood base
- Occupancy in the Performance Hall shall be evaluated using an Occupant Factor of 7-net for Assembly without Fixed Seats, Concentrated (chairs only – not fixed) to consider a maximum occupant potential.
  - Chairs will not be provided by the Owner to the Lessee or Occupant
  - The Lessee and Occupant shall be responsible for working with the City of Charleston and the Owner's design professionals to determine the final use of the space and for the implementation of any occupancy signs or special provisions as required by the Fire Marshall or AHJ

#### **Stage 103**

- Painted CMU walls
- Patch/repair/replace existing wood framed plywood stage as needed
- 1x wood base
- Existing wood ceiling
- A wheel chair lift shall be provided to meet accessibility requirements as outlined in Section 410 (*2009 ICC A117.1 Accessible & Usable Buildings & Facilities*)

#### **Back of House Load In/Out**

- Single out-swinging oversized (48-in) door for staff loading/unloading of stage materials, equipment, etc.

#### **Dressing Rooms**

- Painted CMU walls
- Sealed concrete floor
- 4" vinyl base
- No ceiling – exposed to structure above
- New vanity, sink, and mirror - wall-mounted accessible vanity with removable apron panel, solid surface countertop and 4-in backsplash, drop-in sink
- If not required, Owner and Occupant shall determine the need for direct access to Accessible Unisex Restroom 109 from the Dressing Rooms.



#### Gathering Room 124

- Painted CMU walls and exposed brick
- Sealed concrete floor
- 4" vinyl base
- No ceiling – exposed to structure above
- A new accessible ramp shall be constructed to replace an uncompliant existing ramp with a steep slope
  - Turning radius not required at ramp landing
    - Locking hardware shall not be provided for this door.  
(Section 405.7.5 - 2009 ICC A117.1 Accessible & Usable Buildings & Facilities)

#### Restrooms (Typical)

- CMU walls furred out with moisture-resistant GWB, Paint
- Tile floors and base (assume 6"x6" base with epoxy grout)
- Ceiling: ACT (assume 2'x2'x ¾", mid-grade tile) with seismic perimeter angle and seismic support
- 3"x6" subway wall tile
- Phenolic toilet partitions, overhead braced and floor mounted
- Wall-mounted accessible vanity with removable apron panel, stone/agglomerate countertop and 4-in backsplash, drop-in sink
- Toilet accessories and framed mirrors
- Trash receptacles
- Improvements in *Toilet 107* shall be to fixtures and finishes only

#### Storage/Mechanical/Electrical Rooms (Typical)

- Painted CMU walls
- Sealed concrete floors
- 4" vinyl base
- No ceiling – exposed to structure above

#### Multi-Arts

- Painted CMU walls
- Sealed concrete floors
- 4" vinyl base
- Existing metal-framed windows
- No ceiling – exposed to structure above

#### Prep 127

- Painted CMU walls
- Sealed concrete floors
- 4" vinyl base
- Existing three-compartment sink to remain





- New wall-mounted hand-wash sink shall be provided by the Owner
- Water and Electrical connections shall be provided as-indicated on the drawings for a commercial-grade refrigerator and ice machine; appliances are N.I.C. and shall be provided by the Lessee or the tenant.

#### **Corridors**

- Painted CMU walls
- Sealed concrete floors
- 4" vinyl base
- No ceiling – exposed to structure above

#### **Load In/Out and Staging**

- New garage doors and overhead tracks installed on opposing ends of space
  - New exterior egress lighting required at overhead doors

#### **Courtyard**

- New exterior egress lighting required for all exits designated for emergency egress
- New concrete sidewalk
- A new, wood-framed (FRT) platform and access stair shall be constructed at the Back-of-House Load-In/Out area. Construction shall consider the location of an existing gas meter, concrete pad, and the sill height of existing windows located on the adjacent, perpendicular wall. This is a staff convenience stair provided at the request of the Occupant to ease the transfer of stage materials, equipment, etc.

#### **Interior Doors**

- See sheet A800 for door and frame types, schedules, and elevations

#### **Door Hardware**

- Provide assumed allowances for door hardware per door type

#### **Signage**

- Provide assumed allowances for interior and exterior signage

#### **Data & Phone Cabling**

- Provide coordination with the Lessee to clarify data runs, server rooms, telephone, and data service etc.
  - TBD with Lessee and Occupant in design

#### **FFE/Security/Access Control/AV**

- NIC



### **3. SITE & LANDSCAPE DESIGN NARRATIVE**

#### **SECTION 1 – SITE DEVELOPMENT**

##### **1.1 SITE DEVELOPMENT**

The Owner intends to engage the City of Charleston for input and participation in the improvements of the front yard area. This effort is intended to aid in the creation of a pocket park or other community amenity.

A concrete pad shall be added at the rear of the building to provide access to the new garage door at the proposed *Load-In/Out and Staging 114*.

#### **SECTION 2 – PAVEMENT**

##### **2.1 VEHICULAR ACCESS**

The existing asphalt driveway shall be renewed or replaced as-needed.

##### **2.2 EMERGENCY ACCESS**

Emergency access and hydrant coverage shall be provided in accordance with the *2015 South Carolina Fire Code*.

##### **2.3 PEDESTRIAN WALKS**

To maintain adequate and efficient connections around the existing site and to the pedestrian connection on the street, on-site sidewalks shall be renewed or replaced as-needed. It is intended that the new walkways will be in similar style and material to those that are existing, unless otherwise noted or designed.

#### **SECTION 3 – STORM DRAINAGE SYSTEM**

##### **3.1 STORMWATER MANAGEMENT**

The City of Charleston's Municipal Separate Storm Sewer System (MS4) has specific regulations for quantity and quality control. Significant Improvements may be required to meet stormwater quality control requirements.

#### **SECTION 4 – UTILITIES**

##### **4.1 POTABLE WATER SYSTEM & SANITARY SEWER SYSTEM**

The project site is in the service area of Charleston Water System (CWS). Further information is outlined in the Plumbing Design Narrative, included later in this document.



## **4.2 GAS**

An existing gas meter was observed along the eastern wall of the Sanctuary next to an existing concrete pad.

## **SECTION 5 – LANDSCAPE OVERVIEW**

Landscape design to be a collaborative effort with the Owner/Lessor to provide construction and installation of landscape improvements at a cost consistent with the Owner's development budget.

## **SECTION 6 – FENCING**

### **6.1 CHAIN LINK FENCES AND GATES**

Existing fencing will be replaced as required. Privacy fencing will be installed at the northern and eastern property lines.

## **SECTION 7 – PLANTING IRRIGATION**

An automatic planting irrigation system shall be provided by the Owner. The contractor shall provide a new irrigation plan for existing and new lawn areas and landscape areas.



## 4. STRUCTURAL DESIGN NARRATIVE

### SECTION 1 – EXISTING CONDITIONS ASSESSMENT

A structural assessment report will be provided to the Lessee. The existing conditions shall be evaluated and documented by, and recommendations for improvements shall come from a Design Professional licensed by the State of South Carolina for these services. This document and the recommendations thereof shall be the basis for any structural improvements required for compliance.

The assessment is a requirement of the *2015 SC Existing Building Code* regarding the use of Chapter 14. As such, the Design Professional shall work with the Owner's Design Team to generate a report complying with the standards of this code.





## 5. MECHANICAL DESIGN NARRATIVE

### SECTION 1 - SYSTEMS

The HVAC systems provided by the Landlord include the following:

- A. Foyer – ¾-ton ductless mini-split heat pump, wall mounted fan coil, grade mounted condensing unit
- B. Performance Hall – 12-1/2-ton packaged gas-electric unit mounted on roof, seismic curb, exposed fabric duct inside Hall
- C. Dressing Rooms – 1-1/4-ton ductless mini-split heat pump each, ceiling cassette fan coils, roof mounted condensing units
- D. Dressing Room Restrooms – ceiling cabinet exhaust fans, common duct to sidewall exhaust cap
- E. Multi-Arts Hall/Prep Kitchen – two 5-ton split system heat pumps, vertical air handling units twinned together inside closet, condensing units on roof, exposed fabric duct inside Hall
- F. Gathering Room/Corridor/Restrooms – Dedicated Outside Air Unit providing 1874-cfm of ventilation air to space, mounted on roof (seismic curb); provides conditioning (cooling/heating) to Gathering Hall, Corridors, and Gang Restrooms while also satisfying the ventilation requirements of the entire building per the 2015 SCMC; exposed double wall spiral duct (internally insulated) for air distribution; inline exhaust fan discharging to roof hood serving gang restrooms
- G. Multi-Arts Rooms – One 1-ton ductless mini-split heat pump in smaller Arts Room, Two 1-ton ductless mini-split heat pumps in larger Arts Room, ceiling cassette fan coils, roof mounted condensing units
- H. Load/Staging – ¾-ton ductless mini-split heat pump, ceiling cassette fan coil, roof mounted condensing unit

### SECTION 2 – CONTROLS

- A. Each HVAC system will have a dedicated, standalone wall mounted controller capable of 7-day programmable operation.





## 6. ELECTRICAL DESIGN NARRATIVE

### SECTION 1 - SERVICE/DISTRIBUTION

- A. The existing service is a 200-amp, 3-phase, 208-120V, 4-wire Wye system fed overhead from a pole mounted transformer bank.
- B. The proposed new service is a 400-amp, 3-phase 208-120V, 4-wire system to be fed overhead from a new transformer bank (SCE&G). This service size will accommodate the planned HVAC, lighting, and plug loads, but may have to be upgraded depending on tenant requirements. A service rated disconnect will be installed adjacent to the meter for primary shutoff.
- C. System grounding will occur at the meter cabinet using a driven triad of copper ground rods in accordance with NEC, and will extend to the MDP and A-panels.
- D. A 400-amp main panel will be located in the Electrical Room-102. This MDP will serve the HVAC loads, and will subfeed Panel-A to be used for lighting/receptacles.

### SECTION 2 - LIGHTING

The Lighting systems provided by the Landlord include the following:

- A. Foyer – LED pendant cylinder 12"x20", to match pendants in Performance Hall
- B. Performance Hall – primary open area lighting LED pendant cylinder, 12"x20", dimmable; wall sconces LED cylinder 6"x14"; stage lighting (not performance) 4-ft linear LED pendant, dimmable.
- C. Dressing Rooms – 4-ft linear LED pendants suspended between bar joists
- D. Dressing Room Restrooms – linear LED semi-cylindrical vanity sconce, and recessed LED can light in ceiling
- E. Multi-Arts Hall/Prep Kitchen – 4-ft linear LED pendants suspended between bar joists; line voltage track lighting with LED heads along walls for illuminating art displays
- F. Gathering Room/Corridor– line voltage track lighting with LED heads for illuminating art displays, and pendants (in track) for general area lighting
- G. Gang Restrooms - linear LED semi-cylindrical vanity sconces, and recessed LED can lights in ceiling
- H. Multi-Arts Rooms – 4-ft linear LED pendants suspended between bar joists, dimmable
- I. Load/Staging – 4-ft linear LED pendants suspended between bar joists, dimmable
- J. Exit Signage – LED edge-lit, red lettering
- K. Emergency Exits (exterior) – sconces at designated exit doors with dual lamp/dual battery source per NEC requirements
- L. Battery Backup Lighting – LED wall mount
- M. Site Lighting – will be provided by fixtures mounted on the exterior walls of the building



### **SECTION 3 - GENERAL POWER**

Receptacles are to be installed throughout the facility per typical commercial installations as follows:

- A. Foyer – 3 receptacles
- B. Performance Hall – 9 receptacles plus 5 wall mount and 3 in-floor receptacles on stage
- C. Dressing Rooms – 6 receptacles per Dressing Room
- D. Dressing Room Restrooms – 1 GFCI receptacle at lavatory, typical
- E. Multi-Arts Hall/Prep Kitchen – 14 receptacles plus one 240V receptacle in Prep Kitchen
- F. Gathering Room/Corridor– 9 receptacles
- G. Gang Restrooms - 1 GFCI receptacle at lavatory, typical
- H. Multi-Arts Rooms – 6 receptacles in smaller Art Room, 12 receptacles in larger Arts Room
- I. Load/Staging – 2 receptacles
- J. Exterior – 11 weatherproof GFCI receptacles spaced around exterior walls

### **SECTION 4 - COMMUNICATIONS**

Landlord shall provide raceways (conduit) from service provider handhole at sidewalk to telephone backboard in Electrical Room. Landlord shall also provide electrical data boxes roughed-in at each room to accommodate future phone/data communications cabling by Tenant.

### **SECTION 5 - FIRE ALARM**

A fully automated fire alarm system shall be installed in this building. It will include the following:

- A. FACP – Fire Alarm Control Panel with dedicated phone line for automatic dial out to emergency dispatch
- B. Fire Sprinkler System Monitoring – flow and tamper switches at sprinkler riser, tamper switch at post indicator valve (PIV) on site, emergency alarm gong on exterior of riser room
- C. Detection Devices – smoke detectors, heat detector in Prep Kitchen, manual fire pulls at exits
- D. Annunciation Devices – horn strobes throughout, strobes in restrooms



## 7. PLUMBING DESIGN NARRATIVE

### SECTION 1 - UTILITIES

- A. Gas – existing SCE&G gas meter to be relocated to East side yard of building; will provide 7-11" wc natural gas to serve new packaged rooftop HVAC units; all gas piping to be outside building (up exterior wall and on roof); piping to be schedule 40 steel, screwed joints
- B. Water – based on the proposed tank type water closets to be installed, a new 1-1/2-inch water service is required. This will replace the existing 3/4" tap and meter currently serving the building (see Civil).
- C. Sanitary Sewer – a 4-inch sanitary sewer will exit the West side of the building and tie into the site sanitary sewer line (see Civil). One 3" vent-through roof (VTR) will service the gang toilets, and a 2-inch VTR will serve the small toilet rooms adjacent to the Dressing Rooms.

### SECTION 2 - FIXTURES

- A. ADA Water Closets – Kohler Highline Class 5 K-3999 or equal, elongated toilet, 1.28-gpf
- B. ADA Wall Hung Lavatories – Kohler Pinoir K2028 or equal with Coralais K-15583 Faucet
- C. ADA Countertop Lavatories – Kohler Tresham K-2992 or equal with Coralais K-15198 Faucet
- D. 3-Compartment Sink – existing to be reused with new Elkay LK940AT10L2H faucet
- E. ADA Urinal – Kohler Dexter K-5016-ET or equal wall mount with manual flush valve, Kohler K-13519-CP
- F. Water Cooler – Barrier free Elkay EZSTL8C or equal, dual station hi-low
- G. Mop Basin – existing cast iron sink to be reused
- H. Water Heater – existing to be reused

### SECTION 3 - MATERIALS (INSIDE BUILDING)

- A. Domestic Water – Copper headers 1-inch and larger; PEX-Type A for branch lines
- B. Drain, Waste, and Vent – PVC Schedule 40, solid with solvent cemented joints





## 8. FIRE PROTECTION DESIGN NARRATIVE

### SECTION 1 - GENERAL SPRINKLER INFORMATION

The building is currently un-sprinklered. Landlord shall provide a new wet-pipe sprinkler system with dedicated water service, including but not limited to riser (backflow preventer, check valve, fire department connection, etc.), sprinkler piping, pipe hangers, sprinkler heads, valves, controls, drains, hose valves and cabinets, fittings, etc. as required for a fully functioning system.

System hydraulic calculations, layout, and shop drawings shall be prepared by the sprinkler installer as a “delegated design” to be reviewed by the Engineer of Record prior to submission to the City of Charleston Fire Marshal. Code compliance shall be as follows:

General – 2015 South Carolina Building Code

2015 South Carolina Fire Code

Sprinkler System above ground – NFPA 13 – 2010 Edition

Underground piping – NFPA 24 – 2010 Edition (see Civil)

The contractor shall be responsible for obtaining a current hydrant flow test prior to producing shop drawings or hydraulic calculations. This flow test shall be in addition to the Fire Protection Sprinkler System Specification Sheet provided by the engineer.

Fire Protection Contractor shall begin work with the connection to the site water supply at a flange approximately 12-inches above finished floor in the sprinkler riser room, and provide a complete fire sprinkler system from that point as required.

### SECTION 2 - PIPING

Pipe shall be Schedule 10, black steel, for horizontal sprinkler pipe with roll grooved mechanical joints in accordance with specifications ASTM A53 or A53M. All threaded pipe shall be Schedule 40 black steel. All pipe for use in dry pipe systems shall be hot dipped galvanized.

All piping and equipment suspended from structure shall be provided with seismic restraints. Design of all seismic bracing shall be in accordance with the requirements of NFPA 13 – 2013 edition and the AHJ.

### SECTION 3 - HEADS

Sprinkler heads in finished ceilings shall be quick response, semi-recessed, chrome pendent with chrome escutcheons by Reliable, Viking, or Tyco. Bronze upright heads shall be installed in areas with no finished ceiling. All sprinkler heads shall be ordinary temperature rating except in areas where normal temperatures require higher temperature sprinklers. All sprinklers shall be tested and listed by UL or FM.

## Exhibit B

PG.3

### PROJECT INTRO AND OVERVIEW

This project is partially located in AE and predominantly located in X flood zones. No significant construction is expected beyond repairs and alterations to correct existing conditions. Substantial improvements are not anticipated to exceed 50% of the fair market value of the structure before the Start of Construction. This is a cumulative cost for a five-year period. No flood-proofing or provisions for flood hazards prevents and controls are anticipated, as allowed by Floodplain Ordinance Revisions effective January 1, 2015.

City- City records and the plat provided by owner reflect the flood elevation of the site property is entirely in AE flood zone. Building Inspections will make the call on 50% substantial completion.

\*\*PG. 3

### PROJECT INTRO AND OVERVIEW

Any new work will be Type IIA construction and shall comply with the 2015 South Carolina Existing Building Code, as adopted by the City of Charleston, effective July 1, 2016. Compliance is anticipated using the criteria described in Section 301.1.3 Performance Compliance Method, and will include a structural analysis (as indicated in Section 1401.4.1). Section 301.1.4 Seismic Evaluation and Design Procedures may be required for compliance.

City- Plans indicate Type IIA, which is assumed due to the sprinkler system, but would all exterior walls and roof decks need to be 1-hr/non-combustible?

PG. 4

City- Delete this section

PG.5

### ARCHITECTURAL DESIGN NARRATIVE

As part of this **project**, select improvements are to be made to an existing roadway and surface parking lot, greenspace area and rear patio.

City- Landlord required to make all site improvements required to get Certificate of Occupancy (per plans to be approved by permitting authorities)

PG. 5

### ARCHITECTURAL DESIGN NARRATIVE

Accessibility is guided by either Section 410 or Section 705 (per Section 1401.2.5 of the 2015 South Carolina Existing Building Code) and all applicable circumstances will be addressed to provide access to the maximum extent technically feasible.

City- 'Maximum technically feasible' is not acceptable for ADA compliance.

PG. 6

### INTERIOR

Exposed, unfinished concrete block walls shall receive block filler and paint.

City- Performance Hall to be sheetrock or other acoustical solution to be approved by the City

PG. 6

### INTERIOR

The existing crawlspace shall be encapsulated, including work to seal existing vents in the foundation/crawlspace walls.

City- Crawlspace still needs smartvents and other flood control devices



## Exhibit B

PG. 7

### PERFORMANCE HALL 101

Painted CMU walls

City- Sheetrock or other acoustical solution to be approved by the City

PG. 7

### PERFORMANCE HALL 101

Occupancy in Performance Hall shall be evaluated **and designed** using an Occupant Factor of 7-net for Assembly without Fixed Seats, Concentrated (chairs only- not fixed) to consider a maximum occupant potential.

City- Add 'and designed'

PG. 7

### DRESSING ROOMS

If not required, Owner and Occupant shall determine the need for direct access to Accessible Unisex Restroom 109 from the Dressing Rooms.

City- Dressing Rooms must be ADA and have accessible access to the stage from back of house

PG. 9

### DATA AND PHONE CABLING

Provide coordination with the Lessee to clarify data runs, server rooms, telephone, and data service etc. TBD with Lessee and Occupant in design

City- Landlord shall install all required conduit

PG. 10

### 1.SITE DEVELOPMENT

The Owner intends to engage the City of Charleston for input and participating in the improvements of the front yard area. This effort is intended to aid in the creation of a pocket park or other community amenity.

City- Any required site improvements, including landscaping, necessary for the issuance for a final Certificate of Occupancy shall be Owner's responsibility

PG. 10

### 2.1 VEHICULAR ACCESS

The existing asphalt driveway shall be renewed or replaced as-needed.

City- Any required site improvements, including vehicular access improvement,, necessary for the issuance for a final Certificate of Occupancy shall be Owner's responsibility

PG. 10

### 2.3 PEDESTRIAN WALKS

To maintain adequate and efficient connections around the existing site and to the pedestrian connection on the street, on-site sidewalks shall be renewed or replaced as-needed. It is intended that the new walkways will be in similar style and material to those that are existing, unless otherwise noted or designed.

City- Any required site improvements, including walkway or sidewalk improvements, necessary for the issuance for a final Certificate of Occupancy shall be Owner's responsibility

## Exhibit B

PG. 10

### 3.1 STORMWATER MANAGEMENT

The City of Charleston's Municipal Separate Storm Sewer System (MS4) has specific regulations for quantity and quality control. Significant Improvements may be required to meet stormwater quality control requirements.

City- Any required site improvements, including stormwater management, necessary for the issuance for a final Certificate of Occupancy shall be Owner's responsibility

PG. 11

### SECTION 5- LANDSCAPE OVERVIEW

Landscape design to be a collaborative effort with the Owner/Lessor to provide construction and installation of landscape improvements at a cost consistent with the Owner's development budget.

City- Landlord responsible for landscape design and construction necessary for the issuance of a final Certificate of Occupancy.

PG. 11

### SECTION 6- FENCING

City- Requires BAR, zoning, and required encroachments prior to lease

PG. 12

### SECTION 1- EXISTING CONDITIONS ASSESSMENT

A structural assessment report will be provided to the Lessee. The existing conditions shall be evaluated and documented by, and recommendations for improvements shall come from a Design Professional licensed by the State of South Carolina for the services. This document and the recommendations thereof shall be the basis for any structural improvements required for compliance

City- add at end of paragraph: 'which shall be completed by Owner'

PG. 13

City- Add a Section 5.3: Any of the building systems that are altered, renovated or repaired shall comply with the 2009 International Energy Code. (There are some exceptions to the IECC some examples are; historic buildings are exempt from compliance, glass replacement only in existing windows, replacement of less than 50% of the interior lighting.)

PG. 14

### Section 6.1B- SERVICE/DISTRIBUTION

City- Will this service size accommodate stage lights?

PG. 15

### Section 6.4- COMMUNICATIONS

City- Insert conduit and cable

PG. 15

City- Add a Section 6.6: Any of the building systems that are altered, renovated or repaired shall comply with the 2009 International Energy Code. (There are some exceptions to the IECC some examples are; historic buildings are exempt from compliance, glass replacement only in existing windows, replacement of less than 50% of the interior lighting.)



## Exhibit B

PG. 16

City- Add a Section 7.4: Any of the building systems that are altered, renovated or repaired shall comply with the 2009 International Energy Code. (There are some exceptions to the IECC some examples are; historic buildings are exempt from compliance, glass replacement only in existing windows, replacement of less than 50% of the interior lighting.)

PG. 17

City- Add a Section 8.4: Any of the building systems that are altered, renovated or repaired shall comply with the 2009 International Energy Code. (There are some exceptions to the IECC some examples are; historic buildings are exempt from compliance, glass replacement only in existing windows, replacement of less than 50% of the interior lighting.)

### **Additional Comments**

All plans and improvements shall be compliant with the IECC?

A complete zoning-compliant site plan that shows parking, access, setbacks, etc. must be provided.

Some measure of wind borne debris protection or window replacement will be required, and will require BAR approval

Part 5- Need evaluation prior to lease; verify scope of all required seismic upgrades

Part 8- Verify with architect the location of dedicated and compliant riser room

Part 8- Flow testing required prior to lease to verify scope of connections, fire pump requirement, etc. (not City/Lessee requirement)

Part 8- Verify with Fire Marshal any requirements for DAS or other notification controls, and include prior to lease



c.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: July 11, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 West Edge

TMS: 460-00-00-022

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Right of Way Easement whereby the City grants the Commissioners of Public Works a non-exclusive right-of-way and utility easement for the 99 West Edge project

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	_____	<input type="checkbox"/>
Chief Financial Officer	_____	<input type="checkbox"/>
Director Real Estate Management	_____ <i>Colleen Carducci</i>	<input checked="" type="checkbox"/>
	_____	<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?\* Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*Commercial Property and Community & Housing Development have an additional form.**

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: July 11, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 West Edge

TMS: 460-00-00-022

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Right of Way Easement whereby the City grants the Commissioners of Public Works a non-exclusive right-of-way and utility easement for the 99 West Edge project.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

### ACTION: What action is being taken on the Property mentioned?

<input type="checkbox"/>	<b>ACQUISITION</b>	Seller (Property Owner) _____	Purchaser _____
<input type="checkbox"/>	<b>DONATION/TRANSFER</b>	Donated By: _____	
<input type="checkbox"/>	<b>FORECLOSURE</b>	Terms: _____	
<input type="checkbox"/>	<b>PURCHASE</b>	Terms: _____	
<input type="checkbox"/>	<b>CONDEMNATION</b>	Terms: _____	
<input type="checkbox"/>	<b>OTHER</b>	Terms: _____	

<input checked="" type="checkbox"/>	<b>EASEMENT</b>	Grantor (Property Owner) <u>City of Charleston</u>	Grantee <u>Commissioners of Public Works</u>
<input checked="" type="checkbox"/>	<b>PERMANENT</b>	Terms: <u>The easement area will become part of the West Edge right of way upon dedication of the expanded West Edge street improvement.</u>	
<input type="checkbox"/>	<b>TEMPORARY</b>	Terms: _____	
<input type="checkbox"/>	<b>LEASE</b>	Lessor: _____	Lessee: _____

## COMMERCIAL REAL ESTATE FORM

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☐

AMENDMENT

Terms: \_\_\_\_\_

☐

Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Carducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).

<b>STATE OF SOUTH CAROLINA</b>	)	
	)	<b>RIGHT OF WAY EASEMENT</b>
<b>COUNTY OF CHARLESTON</b>	)	<b>WATER</b>

**WHEREAS**, the City Council of Charleston, also known as the City of Charleston, South Carolina, a South Carolina municipal corporation, (the “City” or “Grantor”) owns that certain piece, parcel or tract of real property bearing TMS No. 460-00-00-022, situate, lying and being in the City of Charleston, Charleston County, South Carolina, and being more particularly described and shown as “PARCEL ‘F,’ TMS 460-00-00-022, THE CITY COUNCIL OF CHARLESTON, D.B. W082, PG. 053, P.B. BP, PG. 062,” on that certain plat entitled “PLAT OF A NEW CWS WATER EASEMENT WITHIN PARCEL F (TMS 460-00-00-022), OWNED BY THE CITY COUNCIL OF CHARLESTON, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, prepared for THE COMMISSIONERS OF PUBLIC WORKS,” prepared by F. Elliotte Quinn, III (S.C.P.L.S. No. 10292) of Thomas & Hutton Engineering Co., dated January 18, 2017, and recorded on \_\_\_\_\_, 2017, in the RMC Office for Charleston County, South Carolina (the “City Property”);

**WHEREAS**, the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA (hereinafter called the “Commissioners” or “Grantee”) desires to install and maintain water lines to be located on the portion of the City Property shown and designated as “NEW VARIABLE WIDTH CWS WATER EAS[E]MENT, 6,401 sq. ft., 0.15 ac.,” on that certain plat entitled “PLAT OF A NEW CWS WATER EASEMENT WITHIN PARCEL F (TMS 460-00-00-022), OWNED BY THE CITY COUNCIL OF CHARLESTON, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, prepared for THE COMMISSIONERS OF PUBLIC WORKS,” prepared by F. Elliotte Quinn, III (S.C.P.L.S. No. 10292) of Thomas & Hutton Engineering Co., dated January 18, 2017, and recorded on \_\_\_\_\_, 2017, in the RMC Office for Charleston County, South Carolina, said portion of the City Property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear (the “Easement Area”);

**NOW, THEREFORE**, KNOW ALL MEN BY THESE PRESENTS, that Grantor, in consideration of the sum of Five and No/100 Dollars (\$5.00) to it in hand paid for the easement granted hereunder, at and before the sealing of these presents, by the Grantee, and the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, its successors and assigns, a non-exclusive right-of-way and utility easement (the “Easement”), together with the right to lay, construct, operate, maintain, inspect, repair and replace underground water lines, service lines, hydrants, valves, meters, and other usual fixtures and appurtenances within the Easement Area, subject to the terms and conditions set forth herein.

TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, it is further agreed that:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, along, across, through, and under the Easement Area underground water lines, service lines, hydrants, valves, meters, and other usual fixtures and appurtenances, as may from time to time be or become convenient to the transaction of Grantee's business, for the provision of water services, together with the right of ingress, egress, and access to and from the Easement Area across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

2. Together with the right, from time to time, to trim, cut, or remove trees, underbrush and other obstructions that are over, under, or through a strip of land extending five (5') feet on either side of the center of the water lines, service lines, hydrants, valves, meters, and other usual fixtures and appurtenances; provided, however, Grantee shall promptly restore any affected area to substantially its prior condition.

3. Grantor, its heirs and assigns, will have full use of the surface of the Easement Area; provided, however, subject to Paragraph 5, Grantor shall not construct, build or place any permanent object over the surface of the Easement Area, it being the purpose of the Commissioners to (1) protect the integrity of the said water line which will be located below the surface; and (2) allow quick and ready access to the water line to facilitate repairs.

4. This Easement will run with the land and continue to exist so long as it is used for utility purposes and, in the event the Commissioners should abandon the Easement, written notice will be given to the then-owner(s) of the Easement Area stating that the Commissioners have given up all rights to the Easement.

5. Notwithstanding any other provision herein, the Easement Area, or a portion thereof, may be dedicated to and accepted by the City as a public street or as an expansion of an existing public street. The Easement will survive any such dedication and acceptance of the Easement Area, or any portion thereof, as a public street or as an expansion of an existing public street. Notwithstanding Paragraph 3, Grantor, its designated contractors or agents, may use the Easement Area or any portion thereof to construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain a public street right of way for dedication to and acceptance by the City.

TO HAVE AND TO HOLD, all and singular, the easements, rights, and privileges unto the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, its successors and assigns, forever.

[The remainder of this page has been intentionally left blank. The signature pages follow.]

[GRANTEE'S SIGNATURE PAGE TO EASEMENT]

IN WITNESS WHEREOF, the Commissioners of Public Works of the City of Charleston, South Carolina, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the  
Presence of:

COMMISSIONERS OF PUBLIC WORKS  
OF THE CITY OF CHARLESTON,  
SOUTH CAROLINA

\_\_\_\_\_  
First Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Second Witness

Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF \_\_\_\_\_    )

ACKNOWLEDGEMENT

I, \_\_\_\_\_, a Notary Public for South Carolina, do hereby certify that COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

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[GRANTOR'S SIGNATURE PAGE TO EASEMENT]

IN WITNESS WHEREOF, the City of Charleston, South Carolina, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the  
Presence of:

CITY OF CHARLESTON,  
SOUTH CAROLINA

\_\_\_\_\_  
First Witness

By: \_\_\_\_\_  
Its: Mayor

\_\_\_\_\_  
Second Witness

Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

ACKNOWLEDGEMENT

I, \_\_\_\_\_, a Notary Public for South Carolina, do hereby certify that the CITY OF CHARLESTON, SOUTH CAROLINA, by John J. Tecklenburg, its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

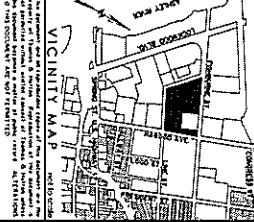
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NO.	DATE	BY	REVISION
1	10/1/00	WJH	ISSUED FOR PERMIT
2	10/1/00	WJH	REVISION
3	10/1/00	WJH	REVISION

- REFERENCES**
- 1. CITY OF CHARLESTON, SOUTH CAROLINA
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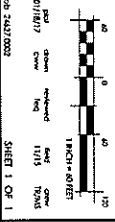
- LEGEND**
- 1. 3/4" = 1' (SEE NOTE 1)
  - 2. 1/4" = 1' (SEE NOTE 2)
  - 3. 1/8" = 1' (SEE NOTE 3)
  - 4. 1/16" = 1' (SEE NOTE 4)
  - 5. 1/32" = 1' (SEE NOTE 5)
  - 6. 1/64" = 1' (SEE NOTE 6)
  - 7. 1/128" = 1' (SEE NOTE 7)
  - 8. 1/256" = 1' (SEE NOTE 8)
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  - 100. 1/1267650600228229401496703205376" = 1' (SEE NOTE 100)



**PLAT OF A  
NEW CWS WATER EASEMENT  
WITHIN PARCEL F  
(TMS 440-00-00-022)  
OWNED BY  
THE CITY COUNCIL OF  
CHARLESTON**

CITY OF CHARLESTON  
COMMISSIONER JOHN CARROLL  
prepared for  
THE COMMISSIONERS OF  
PUBLIC WORKS

**THOMAS & HUTTON**  
683 Jayne Drive, Suite 100  
PO Box 1522  
Mt. Pleasant, SC 29465-1522  
P 843.849.0200 F 843.849.0203





Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A QUITCLAIM DEED TO GADSDEN DEVELOPMENT COMPANY II, LLC CONVEYING TO GADSDEN DEVELOPMENT COMPANY II, LLC ANY INTEREST OF THE CITY TO A STRIP OF LAND CONSTITUTING THE NORTHERN PORTION OF LAURENS STREET AS IT ABUTS TMS. NO. 458-01-02-063, SAID STRIP MEASURING SIX INCHES IN WIDTH BY 341.96 FEET IN LENGTH, FOR A CONSIDERATION OF \$ 19,446.12, THE FORM OF SAID QUITCLAIM DEED BEING SUBJECT TO APPROVAL OF THE OFFICE OF CORPORATION COUNSEL.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a quitclaim deed to Gadsden Development Company II, LLC, conveying to Gadsden Development Company II, LLC, any interest of the City to a strip of land constituting the northern portion of Laurens Street, as it abuts TMS No. 458-01-02-063, said strip measuring six inches in width and 341.96 feet in length, for a consideration of \$19,446.12, the form of said quitclaim deed being subject to the approval of the Office of Corporation Counsel.

Section 2. This Ordinance shall become effective upon ratification.

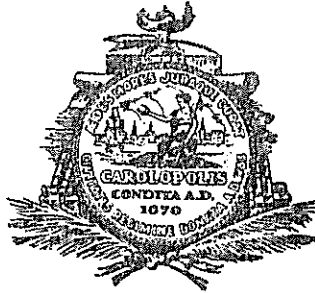
Ratified in City Council this \_\_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2017,  
and in the \_\_\_\_\_ Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

e(i)



Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS BENDER STREET (0.13 ACRE) (TMS# 418-07-00-018), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 3. THE PROPERTY IS OWNED BY CITY OF CHARLESTON.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 3 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Bender Street, (0.13 acre) is identified by the Charleston County Assessors Office as TMS# 418-07-00-018, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2017, in the \_\_\_\_\_ Year of the Independence of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk

of

Council

# Annexation Profile

**Parcel Address:** Bender Street

**Presented to Council:** 7/11/2017

**Status:** Received Signed Petition

**Owner Names:** City of Charleston

**Year Built:** NA

**Parcel ID:** 4180700018

**Number of Units:** 0

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 0.13

**Mailing Address:** 80 Broad St

**Current Land Use:** Vacant

**Address:** Charleston, SC 29401

**Current Zoning:** R-4

**Requested Zoning:** SR-2

**City Area:** West Ashley

**Recommended Zoning:** SR-2

**Subdivision:**

**Appraised Value:** \$25,000.00

**Council District:** 3

**Assessed Value:** \$0.00

**Within UGB:** Yes

**Stormwater Fees:** 0.00

<b>Police</b>	Located in existing service area - Team 4
<b>Fire</b>	Located in existing service area - Station 12
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. Property is undeveloped.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS service area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is an undeveloped site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

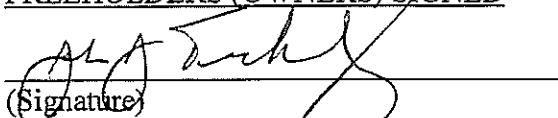
WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.13 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 418-07-00-018 (property located on Bender Street).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 23rd day of  
June, 2017

FREEHOLDERS (OWNERS) SIGNED

  
(Signature)

John J. Tecklenburg  
(Print Name)

DATE OF SIGNATURE

6/23/17  
(Date)

# City of Charleston Annexation Map

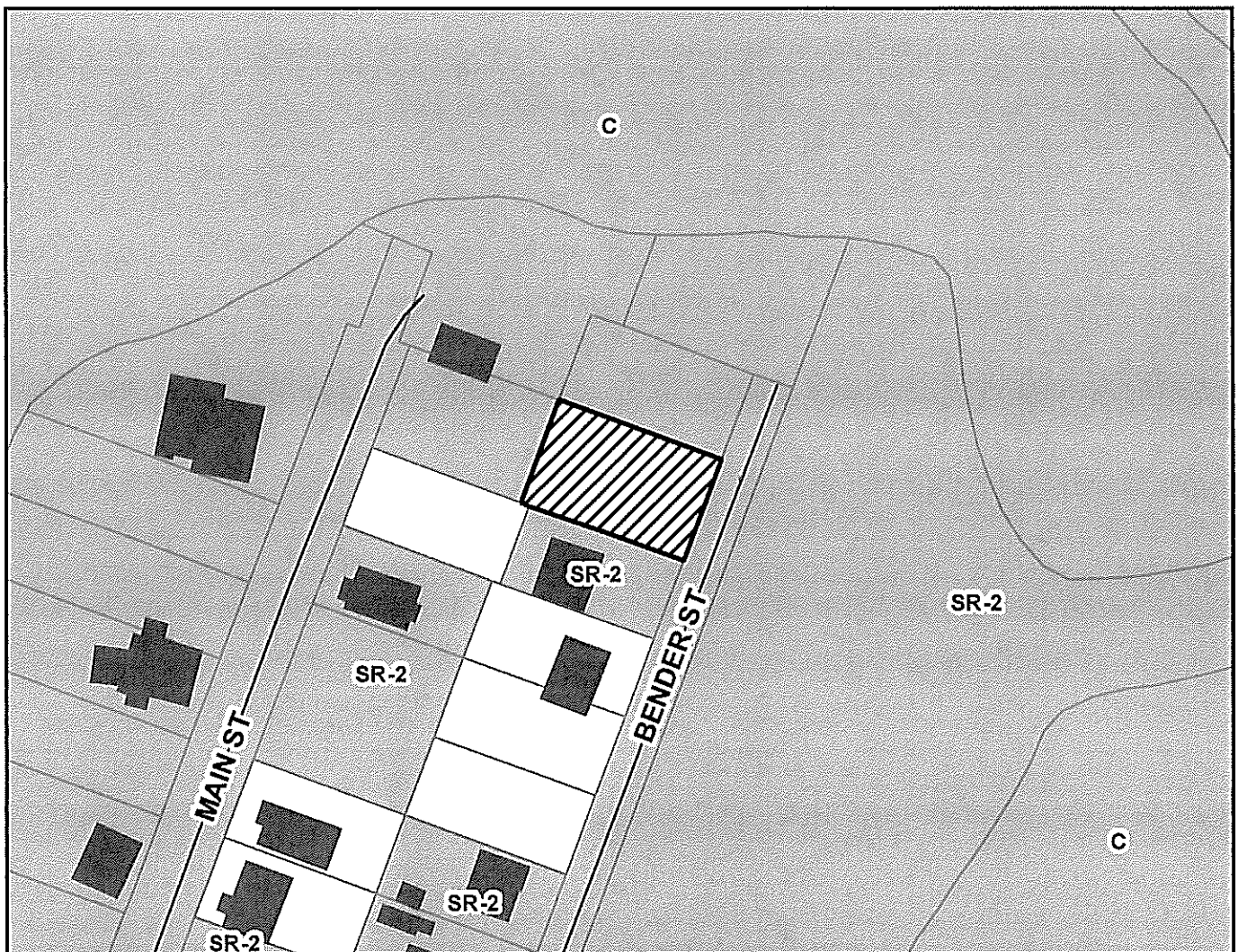
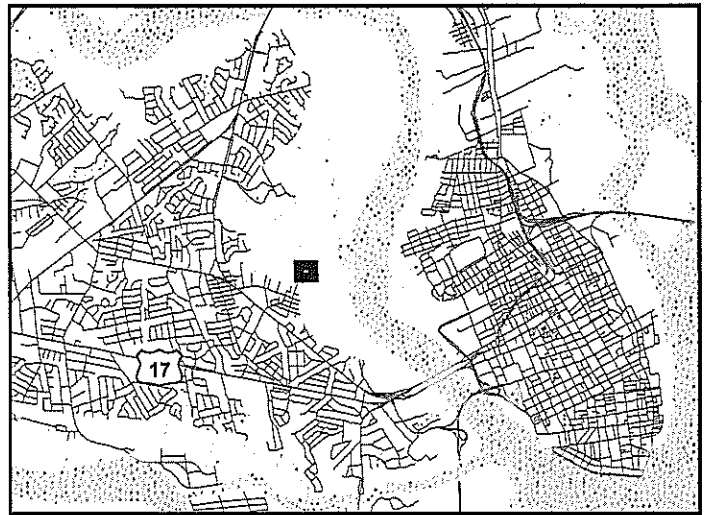
Parcel Address:  
Property on Bender St

TMS #:  
4180700018

Acreage: 0.13

City Council District: 3

West Ashley



Subject Property



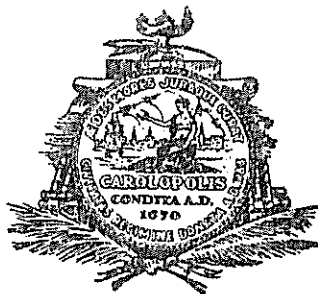
Corporate Limits  
City of Charleston



Water







Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS OAKVILLE PLANTATION ROAD (APPROXIMATELY 18.61 ACRES) (TMS# 317-00-00-007), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY KEITH W. LACKEY ET AL.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Oakville Plantation Road, (approximately 18.61 acres) is identified by the Charleston County Assessors Office as TMS# 317-00-00-007, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2017, in the \_\_\_\_\_ Year of the Independence of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk

of

Council

# Annexation Profile

**Parcel Address:** Oakville Plantation Road

**Presented to Council:** 7/11/2017

**Status:** Received Signed Petition

**Owner Names:** Keith W. Lackey et al.

**Year Built:** NA

**Parcel ID:** 3170000007

**Number of Units:** 0

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 18.61

**Mailing Address:** 2411 Kemway Rd

**Current Land Use:** Vacant

**Address:** Johns Island, SC 29455

**Current Zoning:** R-4

**Requested Zoning:** RR-1/C

**City Area:** Johns Island

**Recommended Zoning:** RR-1/C

**Subdivision:**

**Appraised Value:** \$2,332.00

**Council District:** 5

**Assessed Value:** \$0.00

**Within UGB:** Yes

**Stormwater Fees:** 93.28

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 17
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. Property is undeveloped.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	St. Johns Water Service Area, CWS Sewer Service Area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is an undeveloped site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 ) PETITION FOR ANNEXATION  
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

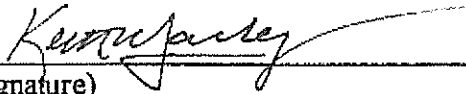
SAID PROPERTY, located on Johns Island (approximately 18.61<sup>+</sup> acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 317-00-00-007  
(Address: 0 OAKVILLE PLANTATION RD.).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 26 day of  
JUNE, 2016  
2017

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

  
(Signature)

6/26/2017  
(Date)

Keith W. Lathrey  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

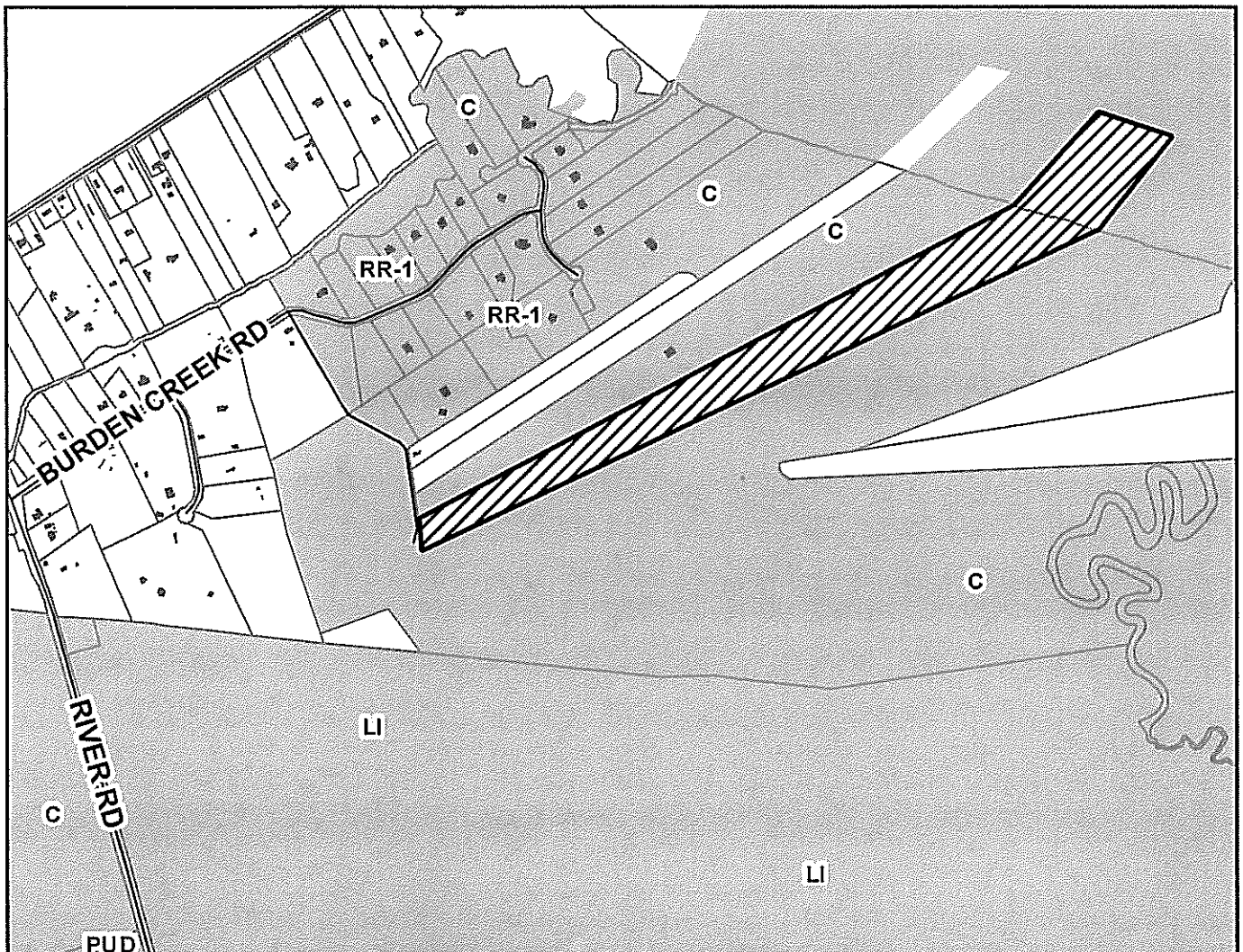
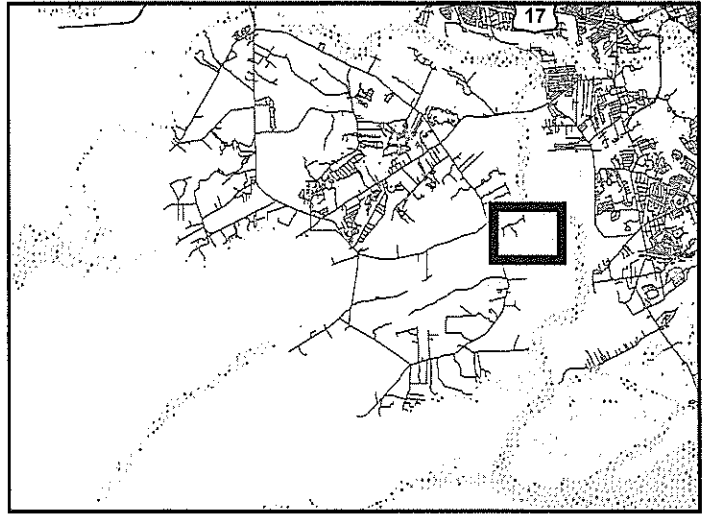
Parcel Address:  
Oakville Plantation Rd

TMS #:  
3170000007

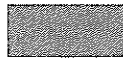
Acreage: approx. 18.61

City Council District: 5

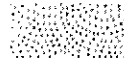
Johns Island



Subject Property



Corporate Limits  
City of Charleston



Water

